

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS Offeror To Complete Block 12, 17, 23, 24, & 30				1. Requisition Number		Page 1 Of 124	
2. Contract No.		3. Award/Effective Date		4. Order Number		5. Solicitation Number W56HZV-04-R-0238	
6. Solicitation Issue Date 2004MAR05		7. For Solicitation Information Call:		A. Name D. B. BODEEP		B. Telephone Number (No Collect Calls) (586) 574-8284	
8. Offer Due Date/Local Time 2004APR05 03:00pm		9. Issued By TACOM WARREN BLDG 231 AMSTA-AQ-ADB WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL e-mail: BODEEPD@TACOM.ARMY.MIL		Code W56HZV		10. This Acquisition Is <input checked="" type="checkbox"/> Unrestricted <input type="checkbox"/> Set Aside: % For <input type="checkbox"/> Small Business <input type="checkbox"/> Hubzone Small Business <input type="checkbox"/> 8(A) NAICS: 332439 Size Standard:	
11. Delivery For FOB Destination Unless Block Is Marked <input checked="" type="checkbox"/> See Schedule		12. Discount Terms		13a. This Contract Is A Rated Order Under DPAS (18 CFR 700) <input checked="" type="checkbox"/>		13b. Rating DOA4	
14. Method Of Solicitation <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		15. Deliver To SEE SCHEDULE		Code		16. Administered By	
Code		17. Contractor/Offeror Code Facility		18a. Payment Will Be Made By		Code	
18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked <input type="checkbox"/> See Addendum		17b. Check If Remittance Is Different And Put Such Address In Offer		19. Item No.		20. Schedule Of Supplies/Services	
21. Quantity		22. Unit		23. Unit Price		24. Amount	
SEE SCHEDULE							
(Use Reverse and/or Attach Additional Sheets As Necessary)							
25. Accounting And Appropriation Data				26. Total Award Amount (For Govt. Use Only)			
<input checked="" type="checkbox"/> 27a. Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4, FAR 52.212-3 And 52.212-5 Are Attached. Addenda				<input checked="" type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.			
<input type="checkbox"/> 27b. Contract/Purchase Order Incorporates By Reference FAR 52.212-4, FAR 52.212-5 Is Attached. Addenda				<input type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.			
<input checked="" type="checkbox"/> 28. Contractor Is Required To Sign This Document And Return 1 Copies to Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified Herein.				<input type="checkbox"/> 29. Award Of Contract: Ref. Offer Dated. Your Offer On Solicitation (Block 5), Including Any Additions Or Changes Which Are Set Forth Herein, Is Accepted As To Items:			
30a. Signature Of Offeror/Contractor				31a. United States Of America (Signature Of Contracting Officer)			
30b. Name And Title Of Signer (Type Or Print)		30c. Date Signed		31b. Name Of Contracting Officer (Type Or Print)		31c. Date Signed	

19. Item No.	20. Schedule Of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount

32a. Quantity In Column 21 Has Been

☐ Received ☐ Inspected ☐ Accepted, And Conforms To The Contract, Except As Noted: _____

32b. Signature Of Authorized Government Representative		32c. Date	32d. Printed Name and Title of Authorized Government Representative		
32e. Mailing Address of Authorized Government Representative			32f. Telephone Number of Authorized Government Representative		
			32g. E-Mail of Authorized Government Representative		
33. Ship Number		34. Voucher Number	35. Amount Verified Correct For	36. Payment	37. Check Number
<input type="checkbox"/> Partial	<input type="checkbox"/> Final			<input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final	
38. S/R Account Number	39. S/R Voucher Number	40. Paid By			
41a. I Certify This Account Is Correct And Proper For Payment			42a. Received By (Print)		
41b. Signature And Title Of Certifying Officer			41c. Date	42b. Received At (Location)	
				42c. Date Rec'd (YY/MM/DD)	42d. Total Containers

Name of Offeror or Contractor:

SUPPLEMENTAL INFORMATION

Acknowledge all the amendments you've received from us by identifying the amendment number and its issue date in the box below:

:	:	:
:	:	:
Amendment Number	Date	:
:	:	:
:	:	:
:	:	:
:	:	:
:	:	:
:	:	:
:	:	:
:	:	:

[End of Clause]

Regulatory Cite	Title	Date
1 TACOM	EXECUTIVE SUMMARY--COMMERCIAL ITEMS (INDEFINITE-QUANTITY CONTRACT)	SEP/1996
(a) INTRODUCTION:		

(1) The U.S. Army Tank-automotive and Armaments Command (TACOM) is issuing this solicitation under the authority of Federal Acquisition Regulation (FAR) Part 12, which creates a simplified contract format we can use to buy commercial items, using techniques that are similar to those used in private-sector contracting.

(2) This is a commercial solicitation in accordance with FAR Part 12. As such, FAR 15 contract format has not been used. This solicitation contains the following sections:

- a. "SUPPLEMENTAL INFORMATION", (Section A).
- b. "SUPPLIES OR SERVICES AND PRICES/COSTS", (Section B).
- c. "CONTRACT CLAUSES", (Section I).
- d. "LIST OF ATTACHMENTS", (Section J).
- e. "REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS", (Section K).
- f. "INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS", (Section L).
- g. "EVALUATION FACTORS FOR AWARD", (Section M).

(b) REQUIREMENTS.

(1) This solicitation presents a requirement for eight unique containers of two basic types. Five of the containers are based on a standard commercial 20 foot ISO configuration. Three of the containers are "modular" in that the various containers can be combined together into a whole which is able to interface interchangeably with a standard 20 foot ISO container. The two basic types with the specific containers in each type are as follows:

Modular Containers	PD Identification
TRICON (Type 1)	ATPD 2298A
TRICON (Type 2)	ATPD 2298A
QUADCON	ATPD 2338
20 Foot ISO Containers	PD Identification
Type 1	ATPD 2339
Type 2	ATPD 2339
Type 3	ATPD 2339
Type 4	ATPD 2339
DEPMEDS	ATPD 2331

Some parts of the evaluation will focus on the two basic types in lieu of discussing each of the 8 individually. Offerors are advised that when the proposal instructions (Section L) and Selection Criteria (Section M) refer to "20 foot ISO containers" and "modular containers", that each of the containers in the groups listed above are being discussed.

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Name of Offeror or Contractor:		

(2) TACOM is soliciting offers to supply the following items:

Item Name: TRICON (Type 1)	Item Name: TRICON (Type 2)
NSN: 8145-01-475-9570	NSN: 8145-01-509-3531
Quantity: Estimated at 5,112 per year	Quantity: Estimated at 2,556 per year
Item Name: QUADCON	
NSN: 8145-01-509-6388	
Quantity: Estimated at 2,556 per year	
Item Name: ISO 20 Foot (Type 1)	Item Name: ISO 20 Foot (Type 2)
NSN: To Be Determined (TBD)	NSN: TBD
Quantity: Estimated at 504 per year	Quantity: Estimated at 504 per year
Item Name: ISO 20 Foot (Type 3)	Item Name: ISO 20 Foot (Type 4)
NSN: TBD	NSN: TBD
Quantity: Estimated at 504 per year	Quantity: Estimated at 504 per year
Item Name: DEPMEDS	
NSN: TBD	
Quantity: Estimated at 50 per year	
Item Name: Decking/Shoring Beams	
NSN: 9540-01-491-3804	
Quantity: Estimated at 34,524 per year	

(c) UNIQUE ASPECTS OF THIS SOLICITATION:

(1) Indefinite Delivery/Indefinite Quantity (IDIQ)

This solicitation is for a 5 year IDIQ contract, rather than a single-year contract. Under this IDIQ arrangement, TACOM guarantees to buy a specified minimum quantity of contract items during the contract life. TACOM can order additional quantities above the minimum quantity, if we require them. Reference the information provided preceding CLIN 0011AA. Specified minimum (floor) and maximum (ceiling) quantities will apply to delivery order(s) that we issue under the contract after the first delivery order. Please pay special attention to the clauses in Section I entitled "ORDER LIMITATIONS" and "ORDERING FOR MULTIPLE AWARDS (INDEFINITE QUANTITY CONTRACT)".

(2) There is a requirement for First Article Testing (FAT) on CLINs 0011AA, 0021AA, 0031AA, 0041AA, 0051AA, 0061AA, 0071AA and 0081AA. All 8 unique container types must pass a First Article Test as specified in Section I and the applicable Purchase Descriptions. However, specific tests (see Section I.7) will not need to be repeated for all 8 unique container types if the contractor can demonstrate with verifiable test data that a specific test can be successfully applied to other container types with the same design configuration, manufacturing process or material composition. Offerors should price their First Article Test requirements accordingly.

The offeror may also request a waiver of FAT, but the offeror must meet all of the requirements in the provisions for waiver approval. The offeror will be required to be certified in accordance with the procedures established by the Administration of any contracting party to the International Convention for Safe Containers. Reference clauses in Section I, Section L, and Section M.

(3) The hardware will not be accepted until the logistic effort, including manuals, is completed. Reference clauses in Statement of Work, Section I.

(4) Each container must be shipped with a hard copy publication printed and overpacked by the contractor. Reference the Statement of Work, Section I.

(5) CARC paint is a requirement for all the containers. Reference Clauses in Section I.

(6) The Government is accepting only new material. Reference Statement of Work, Section I.

(7) Other significant aspects or features of the solicitation:

The objective of the Tank-automotive and Armaments Command (TACOM) is to award a single contract to up to three offerors whose proposal provides (a) the best value to the Government and (b) meets the objectives at a reasonable, realistic and affordable price.

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Name of Offeror or Contractor:

This solicitation is a Full and Open competition using the best value tradeoff process. The tradeoff process will allow the Source Selection Authority the flexibility to select the best value, which may not always be the lowest price or highest technically rated proposal.

The proposal, subject to the late proposals and revisions section of FAR 52.212-1, "Instructions to Offerors - Commercial Items," (Jul 2003), shall be submitted in the format and quantities set forth below. The offeror's proposal/offer, as required by Section L, shall be evaluated as set forth in Section M of this solicitation. Section M, "EVALUATION FACTORS FOR AWARD", sets forth the evaluation guidance pertaining to Areas and Elements. The "Areas" include Technical, Experience, Past Performance/Small Business Participation (SBP) and Price. The evaluation of proposals submitted in response to this solicitation shall be conducted in two phases: Phase I will be an acceptable/not acceptable evaluation of the Technical Area; Phase II will be on a best value basis utilizing a "tradeoff" process to obtain the best value to the Government. Only those proposals deemed acceptable in Phase I will be eligible for evaluation in the Phase II tradeoff. In Phase II, the Government will weigh the evaluated areas, other than the Price Area, against the evaluated price to the Government.

It is recommended that the offeror pay close attention to the proposal submission information as discussed in Section L "INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS".

(d) NOTICE REGARDING FILL-INS:

Please note that this solicitation contains clauses and provisions that require you to complete a fill-in or representation. If you don't complete these fill-ins, your offer may not be eligible for award. So please be careful to read and complete each provision that requires a fill-in.

(e) OTHER KEY FEATURES OR REQUIREMENTS OF THIS SOLICITATION:

(1) Required Copies in Response to this Solicitation:

To be considered for award, you must return your offer, completed properly, by the time and date shown in Block 8 of the Standard Form 1449 (SF 1449) cover page. Reference "HAND CARRIED OFFERS - INCLUDING OFFERS DELIVERED BY EXPRESS SERVICES" in Section L.1.4 and Clause 52.212-4851 "ELECTRONIC OFFERS REQUIRED - COMMERCIAL ITEMS." The time of receipt of the hand carried or delivered offer will be used to determine late proposal submissions -- emailed or faxed offers will not determine timeliness. In the event that a conflict arises between an offeror's hardcopy submission and electronic submission, the hardcopy submission will take precedence.

(2) Required Notification to Subcontractors:

If awarded the contract, you should advise all potential suppliers and subcontractors of the DO/DX Rating assigned to orders resulting from your subcontracts. The Rating can be found in Block 13b of the solicitation.

(3) Set-Aside Information:

This solicitation is not set aside for any small business concerns.

(4) Acknowledgement of Amendments:

Please acknowledge any amendments to this solicitation in the space provided above. Include the number and date of each amendment. Acknowledgment of all amendments received is important because failure to do so may make your offer ineligible for award.

(f) Question/Problem Resolution:

Routine questions regarding this solicitation should be directed to the buyer identified in Block 7a of the SF 1449. If you have more serious concerns, please seek resolution with the contracting officer. Additional help can be found in the provision entitled: "NOTICE REGARDING TACOM OMBUDSPERSON AND AMC-LEVEL PROTEST PROGRAM" in Section K.

(g) Inconsistencies Between the Executive Summary and the Solicitation:

This executive summary has been prepared as an aid to you, the potential offeror. We have tried to accurately reflect the requirements and information contained in the balance of the solicitation. However, if you find any inconsistency between this executive summary and the solicitation, please contact the buyer identified in Block 7a of the SF 1449.

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Name of Offeror or Contractor:

(a) TACOM is now operating in an electronic contracting environment. All TACOM solicitations and awards are now distributed on the TACOM Warren Business Opportunities web page (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web. Please see submission guidelines at <http://contracting.tacom.army.mil/userguide.htm> and <http://contracting.tacom.army.mil/ebidnotice.htm> for more information. Any requirements included in the solicitation take precedence over guidance found on the TACOM contracting web page.

(b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.

(c) You are required to submit your offer in accordance with Section L.

(d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend on submitting an offer, notify the PCO in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

(e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: acqcenweb@tacom.army.mil

(f) If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. Additional help is available to small businesses from Government-funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is available at <http://www.ecrc.ctc.com>

[End of Clause]

3	52.204-4232 (TACOM)	PUBLIC ACTIVITY INVOLVEMENT	DEC/2002
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Subcontract opportunities under this solicitation and any resulting contracts are open to competition between Department of Defense activities and private firms. In addition, Army Industrial Facilities are available to sell manufactured articles or to perform work at such Facilities on behalf of Offerors, in certain circumstances and as permitted by law. Rock Island Arsenal, Watervliet Arsenal, Anniston Army Depot, Sierra Army Depot, and Red River Army Depot have expressed interest in securing subcontracting opportunities under this RFP. For information related to the capabilities of these facilities, and Points of Contact, see www.gsie.army.mil

[End of Notice]

4	52.214-4003 (TACOM)	ALL OR NONE	MAR/1998
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Offers must be submitted for the total quantity of all the items listed. Offers for less than the total quantities of all the items will not be considered.

[End of Clause]

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p>IN THE FOUR DIGIT ITEM NUMBERS (CLINS) THAT FOLLOW, THE NUMBERING SYSTEM THAT IS USED IS AS FOLLOWS:</p> <p>THE FIRST THREE DIGITS SIGNIFY ITEM AND THE FOURTH (LAST) DIGIT SIGNIFIES THE APPLICABLE CONTRACT YEAR, i.e., CLIN 0011 IS FOR THE FIRST ITEM - FIRST CONTRACT YEAR, CLIN 0012 IS FOR THE FIRST ITEM - SECOND CONTRACT YEAR, CLIN 0013 IS FOR THE FIRST ITEM - THIRD CONTRACT YEAR, ETC.</p> <p>THE FOLLOWING DEFINITIONS APPLY TO THE ENTIRE SOLICITATION AND RESULTING CONTRACT:</p> <p><u>FIRST ORDERING PERIOD</u> OF THE CONTRACT IS THE DATE OF AWARD PLUS 364 DAYS.</p> <p><u>SECOND ORDERING PERIOD</u> OF THE CONTRACT IS 365 DAYS THROUGH 729 DAYS AFTER CONTRACT AWARD.</p> <p><u>THIRD ORDERING PERIOD</u> OF THE CONTRACT IS 730 DAYS THROUGH 1,094 DAYS AFTER CONTRACT AWARD.</p> <p><u>FOURTH ORDERING PERIOD</u> OF THE CONTRACT IS 1,095 DAYS THROUGH 1,459 DAYS AFTER CONTRACT AWARD.</p> <p><u>FIFTH ORDERING PERIOD</u> OF THE CONTRACT IS 1,460 DAYS THROUGH 1,824 DAYS AFTER CONTRACT AWARD.</p> <p>NOTE: THE PRICE APPLICABLE TO AN INDIVIDUAL ORDER IS THE PRICE FOR THE CONTRACT YEAR IN WHICH THE ORDER IS ISSUED. THE DELIVERY DATE DOES NOT DETERMINE THE CONTRACT YEAR.</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT															
	<p>THE INFORMATION PRESENTED BELOW APPLIES TO CLINs 0011 THROUGH 0095:</p> <p>THE MINIMUM QUANTITY FOR EACH CONTRACT AWARDED WILL BE:</p> <p>TRICON (TYPE 1) - 3 EACH TRICON (TYPE 2) - 3 EACH QUADCON - 4 EACH ISO 20 FT. (TYPE 1) - 1 EACH ISO 20 FT. (TYPE 2) - 1 EACH ISO 20 FT. (TYPE 3) - 1 EACH ISO 20 FT. (TYPE 4) - 1 EACH DEPMEDS - 1 EACH</p> <p>MAXIMUM 5 YEAR QUANTITY FOR CLINs 0011 THROUGH 0015: 57,510 EACH.</p> <p><u>NOTE:</u> EACH CONTRACT YEAR IS ESTIMATED AT 5,112 EACH WHICH IS A 12 MONTH AVERAGE MONTHLY DEMAND WITH PROGRAM FACTORS BUILT IN.</p> <p>(End of narrative A001)</p>																			
0011	<p>NSN: 8145-01-475-9570 SECURITY CLASS: Unclassified</p> <p>IN ACCORDANCE WITH THE STATEMENT OF WORK IN SECTION I AND PD 2298A.</p> <p>(End of narrative B001)</p>																			
0011AA	<p><u>FIRST ORDERING YEAR</u></p> <p>NOUN: TRICON - TYPE 1</p> <table><tr><th colspan="3"><u>Range Quantities</u></th></tr><tr><th><u>FROM</u></th><th><u>TO</u></th><th><u>UNIT PRICE</u></th></tr><tr><td>3</td><td>3499</td><td>\$</td></tr><tr><td>3500</td><td>6999</td><td>\$</td></tr><tr><td>7000</td><td>11502</td><td>\$</td></tr></table> <p>OFFERORS NEED TO INSERT ONLY RANGE PRICES IN THE SPACES PROVIDED ABOVE FOR THIS AND ALL SUBSEQUENT CLINs. DO NOT COMPLETE THE "UNIT PRICE" AND "AMOUNT" FILL-INS.</p> <p>PLEASE NOTE: THE ORDERING PRICE IS CUMULATIVE TO EACH DELIVERY ORDER PLACED FOR EACH 60 DAY PERIOD.</p> <p>FOR EXAMPLE: IF AN ORDER FOR CLIN 0011AA WAS PLACED FOR 200 ITEMS, THE UNIT PRICE FOR THE RANGE OF 3-3499 WOULD APPLY. IF A SECOND ORDER WAS</p>	<u>Range Quantities</u>			<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	3	3499	\$	3500	6999	\$	7000	11502	\$			\$_____	\$_____
<u>Range Quantities</u>																				
<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>																		
3	3499	\$																		
3500	6999	\$																		
7000	11502	\$																		

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>PLACED IN THE SAME 60 DAY PERIOD FOR CLIN 0011AA FOR A QUANTITY OF 3300, THE UNIT PRICE FOR THE RANGE OF 3500-6999 WOULD APPLY.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011AB	<div>FIRST ARTICLE TEST REPORT</div> <div>NOUN: TRICON - TYPE 1 (FAT)</div> <div>Packaging and Marking</div> <div>N/A</div> <div>(End of narrative D001)</div> <div>Inspection and Acceptance</div> <div>INSPECTION: OriginACCEPTANCE: Origin</div> <div>Deliveries or Performance</div> <div>DOC SUPPL</div> <div>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</div> <div>001 3</div> <div>DEL REL CD QUANTITY DAYS AFTER AWARD</div> <div>001 1 0090</div> <div>FOB POINT: Destination</div> <div>SHIP TO: PARCEL POST ADDRESS</div> <div>(Y00006) SEE FIRST ARTICLE TEST CLAUSE</div> <div>FOR DISTRIBUTION</div>	1	LO	\$	\$

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT												
0012	NSN: 8145-01-475-9570 SECURITY CLASS: Unclassified																
0012AA	<u>SECOND ORDERING YEAR</u> NOUN: TRICON - TYPE 1 <div><u>Range Quantities</u><table><tr><th>FROM</th><th>TO</th><th>UNIT PRICE</th></tr><tr><td>3</td><td>3499</td><td>\$</td></tr><tr><td>3500</td><td>6999</td><td>\$</td></tr><tr><td>7000</td><td>11502</td><td>\$</td></tr></table></div> <p>OFFERORS NEED TO INSERT ONLY RANGE PRICES IN THE SPACES PROVIDED ABOVE FOR THIS AND ALL SUBSEQUENT CLINs. DO NOT COMPLETE THE "UNIT PRICE" AND "AMOUNT" FILL-INS.</p> <p>PLEASE NOTE: THE ORDERING PRICE IS CUMULATIVE TO EACH DELIVERY ORDER PLACED FOR EACH 60 DAY PERIOD.</p> <p>FOR EXAMPLE: IF AN ORDER FOR CLIN 0012AA WAS PLACED FOR 200 ITEMS, THE UNIT PRICE FOR THE RANGE OF 3-3499 WOULD APPLY. IF A SECOND ORDER WAS PLACED IN THE SAME 60 DAY PERIOD FOR CLIN 0012AA FOR A QUANTITY OF 3300, THE UNIT PRICE FOR THE RANGE OF 3500-6999 WOULD APPLY.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	FROM	TO	UNIT PRICE	3	3499	\$	3500	6999	\$	7000	11502	\$			\$ _____	\$ _____
FROM	TO	UNIT PRICE															
3	3499	\$															
3500	6999	\$															
7000	11502	\$															

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT												
0013	NSN: 8145-01-475-9570 SECURITY CLASS: Unclassified																
0013AA	<p><u>THIRD ORDERING YEAR</u></p> <p>NOUN: TRICON - TYPE 1</p> <p><u>Range Quantities</u></p> <table><tr><td><u>FROM</u></td><td><u>TO</u></td><td><u>UNIT PRICE</u></td></tr><tr><td>3</td><td>3499</td><td>\$</td></tr><tr><td>3500</td><td>6999</td><td>\$</td></tr><tr><td>7000</td><td>11502</td><td>\$</td></tr></table> <p>OFFERORS NEED TO INSERT ONLY RANGE PRICES IN THE SPACES PROVIDED ABOVE FOR THIS AND ALL SUBSEQUENT CLINs. DO NOT COMPLETE THE "UNIT PRICE" AND "AMOUNT" FILL-INS.</p> <p>PLEASE NOTE: THE ORDERING PRICE IS CUMULATIVE TO EACH DELIVERY ORDER PLACED FOR EACH 60 DAY PERIOD.</p> <p>FOR EXAMPLE: IF AN ORDER FOR CLIN 0013AA WAS PLACED FOR 200 ITEMS, THE UNIT PRICE FOR THE RANGE OF 3-3499 WOULD APPLY. IF A SECOND ORDER WAS PLACED IN THE SAME 60 DAY PERIOD FOR CLIN 0013AA FOR A QUANTITY OF 3300, THE UNIT PRICE FOR THE RANGE OF 3500-6999 WOULD APPLY.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	3	3499	\$	3500	6999	\$	7000	11502	\$			\$ _____	\$ _____
<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>															
3	3499	\$															
3500	6999	\$															
7000	11502	\$															

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT												
0014	NSN: 8145-01-475-9570 SECURITY CLASS: Unclassified																
0014AA	<p><u>FOURTH ORDERING YEAR</u></p> <p>NOUN: TRICON - TYPE 1</p> <p><u>Range Quantities</u></p> <table><tr><td><u>FROM</u></td><td><u>TO</u></td><td><u>UNIT PRICE</u></td></tr><tr><td>3</td><td>3499</td><td>\$</td></tr><tr><td>3500</td><td>6999</td><td>\$</td></tr><tr><td>7000</td><td>11502</td><td>\$</td></tr></table> <p>OFFERORS NEED TO INSERT ONLY RANGE PRICES IN THE SPACES PROVIDED ABOVE FOR THIS AND ALL SUBSEQUENT CLINs. DO NOT COMPLETE THE "UNIT PRICE" AND "AMOUNT" FILL-INS.</p> <p>PLEASE NOTE: THE ORDERING PRICE IS CUMULATIVE TO EACH DELIVERY ORDER PLACED FOR EACH 60 DAY PERIOD.</p> <p>FOR EXAMPLE: IF AN ORDER FOR CLIN 0014AA WAS PLACED FOR 200 ITEMS, THE UNIT PRICE FOR THE RANGE OF 3-3499 WOULD APPLY. IF A SECOND ORDER WAS PLACED IN THE SAME 60 DAY PERIOD FOR CLIN 0014AA FOR A QUANTITY OF 3300, THE UNIT PRICE FOR THE RANGE OF 3500-6999 WOULD APPLY.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	3	3499	\$	3500	6999	\$	7000	11502	\$			\$ _____	\$ _____
<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>															
3	3499	\$															
3500	6999	\$															
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Name of Offeror or Contractor:

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0015	NSN: 8145-01-475-9570 SECURITY CLASS: Unclassified																
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<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>															
3	3499	\$															
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7000	11502	\$															

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT															
	<p>MAXIMUM 5 YEAR QUANTITY FOR CLINs 0021 THROUGH 0025: 28,755 EACH</p> <p>NOTE: EACH CONTRACT YEAR IS ESTIMATED AT 2,556 EACH WHICH IS A 12 MONTH AVERAGE MONTHLY DEMAND WITH PROGRAM FACTORS BUILT IN.</p> <p>(End of narrative A001)</p>																			
0021	<p>NSN: 8145-01-509-3531</p> <p>SECURITY CLASS: Unclassified</p>																			
0021AA	<p><u>FIRST ORDERING YEAR</u></p> <p>NOUN: TRICON- TYPE 2</p> <table><tr><th colspan="3"><u>Range Quantities</u></th></tr><tr><th><u>FROM</u></th><th><u>TO</u></th><th><u>UNIT PRICE</u></th></tr><tr><td>3</td><td>1499</td><td>\$</td></tr><tr><td>1500</td><td>3499</td><td>\$</td></tr><tr><td>3500</td><td>5751</td><td>\$</td></tr></table> <p>IN ACCORDANCE WITH THE STATEMENT OF WORK IN SECTION I AND PD 2298A.</p> <p>(End of narrative B001)</p> <p>OFFERORS NEED TO INSERT ONLY RANGE PRICES IN THE SPACES PROVIDED ABOVE FOR THIS AND ALL SUBSEQUENT CLINs. DO NOT COMPLETE THE "UNIT PRICE" AND "AMOUNT" FILL-INS.</p> <p>PLEASE NOTE: THE ORDERING PRICE IS CUMULATIVE TO EACH DELIVERY ORDER PLACED FOR EACH 60 DAY PERIOD.</p> <p>FOR EXAMPLE: IF AN ORDER FOR CLIN 0021AA WAS PLACED FOR 20 ITEMS, THE UNIT PRICE FOR THE RANGE OF 3-1499 WOULD APPLY. IF A SECOND ORDER WAS PLACED IN THE SAME 60 DAY PERIOD FOR CLIN 0021AA FOR A QUANTITY OF 1480, THE UNIT PRICE FOR THE RANGE OF 1500-3499 WOULD APPLY.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Origin ACCEPTANCE: Origin</p>	<u>Range Quantities</u>			<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	3	1499	\$	1500	3499	\$	3500	5751	\$			\$ _____	\$ _____
<u>Range Quantities</u>																				
<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>																		
3	1499	\$																		
1500	3499	\$																		
3500	5751	\$																		

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	FOB POINT: Origin				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0021AB	<div>FIRST ARTICLE TEST REPORT</div> <div>NOUN: TRICON - TYPE 2 (FAT)</div> <div>Packaging and Marking</div> <div>N/A</div> <div>(End of narrative D001)</div> <div>Inspection and Acceptance</div> <div>INSPECTION: OriginACCEPTANCE: Origin</div> <div>Deliveries or Performance</div> <div>DOC SUPPL</div> <div>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</div> <div>0013</div> <div>DEL REL CD QUANTITY DAYS AFTER AWARD</div> <div>00110090</div> <div>FOB POINT: Destination</div> <div>SHIP TO: PARCEL POST ADDRESS</div> <div>(Y00006) SEE FIRST ARTICLE TEST CLAUSE</div> <div>FOR DISTRIBUTION</div>	1	LO	\$	\$

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT												
0022	NSN: 8145-01-509-3531 SECURITY CLASS: Unclassified																
0022AA	<u>SECOND ORDERING YEAR</u> NOUN: TRICON - TYPE 2 <div><div>Range Quantities</div><table><tr><th>FROM</th><th>TO</th><th>UNIT PRICE</th></tr><tr><td>3</td><td>1499</td><td>\$</td></tr><tr><td>1500</td><td>3499</td><td>\$</td></tr><tr><td>3500</td><td>5751</td><td>\$</td></tr></table></div> <div>OFFERORS NEED TO INSERT ONLY RANGE PRICES IN THE SPACES PROVIDED ABOVE FOR THIS AND ALL SUBSEQUENT CLINs. DO NOT COMPLETE THE "UNIT PRICE" AND "AMOUNT" FILL-INS.</div> <div>PLEASE NOTE: THE ORDERING PRICE IS CUMULATIVE TO EACH DELIVERY ORDER PLACED FOR EACH 60 DAY PERIOD.</div> <div>FOR EXAMPLE: IF AN ORDER FOR CLIN 0022AA WAS PLACED FOR 20 ITEMS, THE UNIT PRICE FOR THE RANGE OF 3-1499 WOULD APPLY. IF A SECOND ORDER WAS PLACED IN THE SAME 60 DAY PERIOD FOR CLIN 0022AA FOR A QUANTITY OF 1480, THE UNIT PRICE FOR THE RANGE OF 1500-3499 WOULD APPLY.</div> <div>(End of narrative C001)</div> <div><u>Packaging and Marking</u></div> <div><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Origin</div>	FROM	TO	UNIT PRICE	3	1499	\$	1500	3499	\$	3500	5751	\$			\$ _____	\$ _____
FROM	TO	UNIT PRICE															
3	1499	\$															
1500	3499	\$															
3500	5751	\$															

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT												
0023	NSN: 8145-01-509-3531 SECURITY CLASS: Unclassified																
0023AA	<p><u>THIRD ORDERING YEAR</u></p> <p>NOUN: TRICON - TYPE 2</p> <p><u>Range Quantities</u></p> <table><tr><td><u>FROM</u></td><td><u>TO</u></td><td><u>UNIT PRICE</u></td></tr><tr><td>3</td><td>1499</td><td>\$</td></tr><tr><td>1500</td><td>3499</td><td>\$</td></tr><tr><td>3500</td><td>5751</td><td>\$</td></tr></table> <p>OFFERORS NEED TO INSERT ONLY RANGE PRICES IN THE SPACES PROVIDED ABOVE FOR THIS AND ALL SUBSEQUENT CLINs. DO NOT COMPLETE THE "UNIT PRICE" AND "AMOUNT" FILL-INS.</p> <p>PLEASE NOTE: THE ORDERING PRICE IS CUMULATIVE TO EACH DELIVERY ORDER PLACED FOR EACH 60 DAY PERIOD.</p> <p>FOR EXAMPLE: IF AN ORDER FOR CLIN 0023AA WAS PLACED FOR 20 ITEMS, THE UNIT PRICE FOR THE RANGE OF 3-1499 WOULD APPLY. IF A SECOND ORDER WAS PLACED IN THE SAME 60 DAY PERIOD FOR CLIN 0023AA FOR A QUANTITY OF 1480, THE UNIT PRICE FOR THE RANGE OF 1500-3499 WOULD APPLY.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	3	1499	\$	1500	3499	\$	3500	5751	\$			\$ _____	\$ _____
<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>															
3	1499	\$															
1500	3499	\$															
3500	5751	\$															

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT												
0024	NSN: 8145-01-509-3531 SECURITY CLASS: Unclassified																
0024AA	<p><u>FOURTH ORDERING YEAR</u></p> <p>NOUN: TRICON - TYPE 2</p> <p><u>Range Quantities</u></p> <table><tr><td><u>FROM</u></td><td><u>TO</u></td><td><u>UNIT PRICE</u></td></tr><tr><td>3</td><td>1499</td><td>\$</td></tr><tr><td>1500</td><td>3499</td><td>\$</td></tr><tr><td>3500</td><td>5751</td><td>\$</td></tr></table> <p>OFFERORS NEED TO INSERT ONLY RANGE PRICES IN THE SPACES PROVIDED ABOVE FOR THIS AND ALL SUBSEQUENT CLINs. DO NOT COMPLETE THE "UNIT PRICE" AND "AMOUNT" FILL-INS.</p> <p>PLEASE NOTE: THE ORDERING PRICE IS CUMULATIVE TO EACH DELIVERY ORDER PLACED FOR EACH 60 DAY PERIOD.</p> <p>FOR EXAMPLE: IF AN ORDER FOR CLIN 0024AA WAS PLACED FOR 20 ITEMS, THE UNIT PRICE FOR THE RANGE OF 3-1499 WOULD APPLY. IF A SECOND ORDER WAS PLACED IN THE SAME 60 DAY PERIOD FOR CLIN 0024AA FOR A QUANTITY OF 1480, THE UNIT PRICE FOR THE RANGE OF 1500-3499 WOULD APPLY.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	3	1499	\$	1500	3499	\$	3500	5751	\$			\$ _____	\$ _____
<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>															
3	1499	\$															
1500	3499	\$															
3500	5751	\$															

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT												
0025	NSN: 8145-01-509-3531 SECURITY CLASS: Unclassified																
0025AA	<p><u>FIFTH ORDERING YEAR</u></p> <p>NOUN: TRICON - TYPE 2</p> <p><u>Range Quantities</u></p> <table><tr><td><u>FROM</u></td><td><u>TO</u></td><td><u>UNIT PRICE</u></td></tr><tr><td>3</td><td>1499</td><td>\$</td></tr><tr><td>1500</td><td>3499</td><td>\$</td></tr><tr><td>3500</td><td>5751</td><td>\$</td></tr></table> <p>OFFERORS NEED TO INSERT ONLY RANGE PRICES IN THE SPACES PROVIDED ABOVE FOR THIS AND ALL SUBSEQUENT CLINs. DO NOT COMPLETE THE "UNIT PRICE" AND "AMOUNT" FILL-INS.</p> <p>PLEASE NOTE: THE ORDERING PRICE IS CUMULATIVE TO EACH DELIVERY ORDER PLACED FOR EACH 60 DAY PERIOD.</p> <p>FOR EXAMPLE: IF AN ORDER FOR CLIN 0025AA WAS PLACED FOR 20 ITEMS, THE UNIT PRICE FOR THE RANGE OF 3-1499 WOULD APPLY. IF A SECOND ORDER WAS PLACED IN THE SAME 60 DAY PERIOD FOR CLIN 0025AA FOR A QUANTITY OF 1480, THE UNIT PRICE FOR THE RANGE OF 1500-3499 WOULD APPLY.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	3	1499	\$	1500	3499	\$	3500	5751	\$			\$ _____	\$ _____
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT														
	<p>MAXIMUM 5 YEAR QUANTITY FOR CLINs 0031 THROUGH 0035: 28,755 EACH</p> <p>NOTE: EACH CONTRACT YEAR IS ESTIMATED AT 2,556 EACH WHICH IS A 12 MONTH AVERAGE MONTHLY DEMAND WITH PROGRAM FACTORS BUILT IN.</p> <p>(End of narrative A001)</p>																		
0031	<p>NSN: 8145-01-509-6388</p> <p>SECURITY CLASS: Unclassified</p>																		
0031AA	<p><u>FIRST ORDERING YEAR</u></p> <p>NOUN: QUADCON</p> <table><tr><th colspan="3"><u>Range Quantities</u></th></tr><tr><th><u>FROM</u></th><th><u>TO</u></th><th><u>UNIT PRICE</u></th></tr><tr><td>4</td><td>1499</td><td>\$</td></tr><tr><td>1500</td><td>3499</td><td>\$</td></tr><tr><td>3500</td><td>5751</td><td>\$</td></tr></table> <p>IN ACCORDANCE WITH THE STATEMENT OF WORK IN SECTION I AND PD 2338.</p> <p>(End of narrative B001)</p> <p>OFFERORS NEED TO INSERT ONLY RANGE PRICES IN THE SPACES PROVIDED ABOVE FOR THIS AND ALL SUBSEQUENT CLINs. DO NOT COMPLETE THE "UNIT PRICE" AND "AMOUNT" FILL-INS.</p> <p>PLEASE NOTE: THE ORDERING PRICE IS CUMULATIVE TO EACH DELIVERY ORDER PLACED FOR EACH 60 DAY PERIOD.</p> <p>FOR EXAMPLE: IF AN ORDER FOR CLIN 0031AA WAS PLACED FOR 20 ITEMS, THE UNIT PRICE FOR THE RANGE OF 4-1499 WOULD APPLY. IF A SECOND ORDER WAS PLACED IN THE SAME 60 DAY PERIOD FOR CLIN 0031AA FOR A QUANTITY OF 1480, THE UNIT PRICE FOR THE RANGE OF 1500-3499 WOULD APPLY.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Origin ACCEPTANCE: Origin</p>	<u>Range Quantities</u>			<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	4	1499	\$	1500	3499	\$	3500	5751	\$		\$ _____	\$ _____
<u>Range Quantities</u>																			
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4	1499	\$																	
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	FOB POINT: Origin				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT												
0032	NSN: 8145-01-509-6388 SECURITY CLASS: Unclassified																
0032AA	<u>SECOND ORDERING YEAR</u> NOUN: QUADCON <div><u>Range Quantities</u><table><tr><td><u>FROM</u></td><td><u>TO</u></td><td><u>UNIT PRICE</u></td></tr><tr><td>4</td><td>1499</td><td>\$</td></tr><tr><td>1500</td><td>3499</td><td>\$</td></tr><tr><td>3500</td><td>5751</td><td>\$</td></tr></table></div> <p>OFFERORS NEED TO INSERT ONLY RANGE PRICES IN THE SPACES PROVIDED ABOVE FOR THIS AND ALL SUBSEQUENT CLINs. DO NOT COMPLETE THE "UNIT PRICE" AND "AMOUNT" FILL-INS.</p> <p>PLEASE NOTE: THE ORDERING PRICE IS CUMULATIVE TO EACH DELIVERY ORDER PLACED FOR EACH 60 DAY PERIOD.</p> <p>FOR EXAMPLE: IF AN ORDER FOR CLIN 0032AA WAS PLACED FOR 20 ITEMS, THE UNIT PRICE FOR THE RANGE OF 4-1499 WOULD APPLY. IF A SECOND ORDER WAS PLACED IN THE SAME 60 DAY PERIOD FOR CLIN 0032AA FOR A QUANTITY OF 1480, THE UNIT PRICE FOR THE RANGE OF 1500-3499 WOULD APPLY.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	4	1499	\$	1500	3499	\$	3500	5751	\$			\$ _____	\$ _____
<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>															
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3500	5751	\$															

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT												
0033	NSN: 8145-01-509-6388 SECURITY CLASS: Unclassified																
0033AA	<p><u>THIRD ORDERING YEAR</u></p> <p>NOUN: QUADCON</p> <p><u>Range Quantities</u></p> <table><tr><td><u>FROM</u></td><td><u>TO</u></td><td><u>UNIT PRICE</u></td></tr><tr><td>4</td><td>1499</td><td>\$</td></tr><tr><td>1500</td><td>3499</td><td>\$</td></tr><tr><td>3500</td><td>5751</td><td>\$</td></tr></table> <p>OFFERORS NEED TO INSERT ONLY RANGE PRICES IN THE SPACES PROVIDED ABOVE FOR THIS AND ALL SUBSEQUENT CLINs. DO NOT COMPLETE THE "UNIT PRICE" AND "AMOUNT" FILL-INS.</p> <p>PLEASE NOTE: THE ORDERING PRICE IS CUMULATIVE TO EACH DELIVERY ORDER PLACED FOR EACH 60 DAY PERIOD.</p> <p>FOR EXAMPLE: IF AN ORDER FOR CLIN 0033AA WAS PLACED FOR 20 ITEMS, THE UNIT PRICE FOR THE RANGE OF 4-1499 WOULD APPLY. IF A SECOND ORDER WAS PLACED IN THE SAME 60 DAY PERIOD FOR CLIN 0033AA FOR A QUANTITY OF 1480, THE UNIT PRICE FOR THE RANGE OF 1500-3499 WOULD APPLY.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	4	1499	\$	1500	3499	\$	3500	5751	\$			\$ _____	\$ _____
<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>															
4	1499	\$															
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT												
0034	NSN: 8145-01-509-6338 SECURITY CLASS: Unclassified																
0034AA	<p><u>FOURTH ORDERING YEAR</u></p> <p>NOUN: QUADCON</p> <p><u>Range Quantities</u></p> <table><tr><td><u>FROM</u></td><td><u>TO</u></td><td><u>UNIT PRICE</u></td></tr><tr><td>4</td><td>1499</td><td>\$</td></tr><tr><td>1500</td><td>3499</td><td>\$</td></tr><tr><td>3500</td><td>5751</td><td>\$</td></tr></table> <p>OFFERORS NEED TO INSERT ONLY RANGE PRICES IN THE SPACES PROVIDED ABOVE FOR THIS AND ALL SUBSEQUENT CLINs. DO NOT COMPLETE THE "UNIT PRICE" AND "AMOUNT" FILL-INS.</p> <p>PLEASE NOTE: THE ORDERING PRICE IS CUMULATIVE TO EACH DELIVERY ORDER PLACED FOR EACH 60 DAY PERIOD.</p> <p>FOR EXAMPLE: IF AN ORDER FOR CLIN 0034AA WAS PLACED FOR 20 ITEMS, THE UNIT PRICE FOR THE RANGE OF 4-1499 WOULD APPLY. IF A SECOND ORDER WAS PLACED IN THE SAME 60 DAY PERIOD FOR CLIN 0034AA FOR A QUANTITY OF 1480, THE UNIT PRICE FOR THE RANGE OF 1500-3499 WOULD APPLY.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	4	1499	\$	1500	3499	\$	3500	5751	\$			\$ _____	\$ _____
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT												
0035	NSN: 8145-01-509-6388 SECURITY CLASS: Unclassified																
0035AA	<p><u>FIFTH ORDERING YEAR</u></p> <p>NOUN: QUADCON</p> <p><u>Range Quantities</u></p> <table><tr><td><u>FROM</u></td><td><u>TO</u></td><td><u>UNIT PRICE</u></td></tr><tr><td>4</td><td>1499</td><td>\$</td></tr><tr><td>1500</td><td>3499</td><td>\$</td></tr><tr><td>3500</td><td>5751</td><td>\$</td></tr></table> <p>OFFERORS NEED TO INSERT ONLY RANGE PRICES IN THE SPACES PROVIDED ABOVE FOR THIS AND ALL SUBSEQUENT CLINs. DO NOT COMPLETE THE "UNIT PRICE" AND "AMOUNT" FILL-INS.</p> <p>PLEASE NOTE: THE ORDERING PRICE IS CUMULATIVE TO EACH DELIVERY ORDER PLACED FOR EACH 60 DAY PERIOD.</p> <p>FOR EXAMPLE: IF AN ORDER FOR CLIN 0035AA WAS PLACED FOR 20 ITEMS, THE UNIT PRICE FOR THE RANGE OF 4-1499 WOULD APPLY. IF A SECOND ORDER WAS PLACED IN THE SAME 60 DAY PERIOD FOR CLIN 0035AA FOR A QUANTITY OF 1480, THE UNIT PRICE FOR THE RANGE OF 1500-3499 WOULD APPLY.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	4	1499	\$	1500	3499	\$	3500	5751	\$			\$ _____	\$ _____
<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>															
4	1499	\$															
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT															
	<p>MAXIMUM 5 YEAR QUANTITY FOR CLINs 0041 THROUGH 0045: 5,670 EACH</p> <p>NOTE: EACH CONTRACT YEAR IS ESTIMATED AT 504 EACH WHICH IS A 12 MONTH AVERAGE MONTHLY DEMAND WITH PROGRAM FACTORS BUILT IN.</p> <p>(End of narrative A001)</p>																			
0041	SECURITY CLASS: Unclassified																			
0041AA	<p><u>FIRST ORDERING YEAR</u></p> <p>NOUN: ISO 20 FOOT - TYPE 1</p> <table><tr><th colspan="3">Range Quantities</th></tr><tr><th>FROM</th><th>TO</th><th>UNIT PRICE</th></tr><tr><td>1</td><td>249</td><td>\$</td></tr><tr><td>250</td><td>749</td><td>\$</td></tr><tr><td>750</td><td>1134</td><td>\$</td></tr></table> <p>IN ACCORDANCE WITH THE STATEMENT OF WORK IN SECTION I AND PD 2339.</p> <p>(End of narrative B001)</p> <p>OFFERORS NEED TO INSERT ONLY RANGE PRICES IN THE SPACES PROVIDED ABOVE FOR THIS AND ALL SUBSEQUENT CLINs. DO NOT COMPLETE THE "UNIT PRICE" AND "AMOUNT" FILL-INS.</p> <p>PLEASE NOTE: THE ORDERING PRICE IS CUMULATIVE TO EACH DELIVERY ORDER PLACED FOR EACH 60 DAY PERIOD.</p> <p>FOR EXAMPLE: IF AN ORDER FOR CLIN 0041AA WAS PLACED FOR 10 ITEMS, THE UNIT PRICE FOR THE RANGE OF 1-249 WOULD APPLY. IF A SECOND ORDER WAS PLACED IN THE SAME 60 DAY PERIOD FOR CLIN 0041AA FOR A QUANTITY OF 240, THE UNIT PRICE FOR THE RANGE OF 250-749 WOULD APPLY.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	Range Quantities			FROM	TO	UNIT PRICE	1	249	\$	250	749	\$	750	1134	\$			\$ _____	\$ _____
Range Quantities																				
FROM	TO	UNIT PRICE																		
1	249	\$																		
250	749	\$																		
750	1134	\$																		

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0041AB	<div>FIRST ARTICLE TEST REPORT</div> <div>NOUN: ISO 20 FOOT - TYPE 1 (FAT)</div> <div>Packaging and Marking</div> <div>N/A</div> <div>(End of narrative D001)</div> <div>Inspection and Acceptance</div> <div>INSPECTION: OriginACCEPTANCE: Origin</div> <div>Deliveries or Performance</div> <div>DOC SUPPL</div> <div>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</div> <div>0013</div> <div>DEL REL CD QUANTITY DAYS AFTER AWARD</div> <div>00110090</div> <div>FOB POINT: Destination</div> <div>SHIP TO: PARCEL POST ADDRESS</div> <div>(Y00006) SEE FIRST ARTICLE TEST CLAUSE</div> <div>FOR DISTRIBUTION</div>	1	LO	\$	\$

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT												
0042	NSN: Interim Control Number SECURITY CLASS: Unclassified																
0042AA	<div>SECOND ORDERING YEAR</div> <div>NOUN: ISO 20 FOOT - TYPE 1</div> <div><div>Range Quantities</div><table><tr><th>FROM</th><th>TO</th><th>UNIT PRICE</th></tr><tr><td>1</td><td>249</td><td>\$</td></tr><tr><td>250</td><td>749</td><td>\$</td></tr><tr><td>750</td><td>1134</td><td>\$</td></tr></table><div>OFFERORS NEED TO INSERT ONLY RANGE PRICES IN THE SPACES PROVIDED ABOVE FOR THIS AND ALL SUBSEQUENT CLINs. DO NOT COMPLETE THE "UNIT PRICE" AND "AMOUNT" FILL-INS.</div><div>PLEASE NOTE: THE ORDERING PRICE IS CUMULATIVE TO EACH DELIVERY ORDER PLACED FOR EACH 60 DAY PERIOD.</div><div>FOR EXAMPLE: IF AN ORDER FOR CLIN 0042AA WAS PLACED FOR 10 ITEMS, THE UNIT PRICE FOR THE RANGE OF 1-249 WOULD APPLY. IF A SECOND ORDER WAS PLACED IN THE SAME 60 DAY PERIOD FOR CLIN 0042AA FOR A QUANTITY OF 240, THE UNIT PRICE FOR THE RANGE OF 250-749 WOULD APPLY.</div><div>(End of narrative C001)</div><div>Packaging and Marking</div><div>Inspection and Acceptance</div><div>INSPECTION: OriginACCEPTANCE: Origin</div><div>FOB POINT: Origin</div></div>	FROM	TO	UNIT PRICE	1	249	\$	250	749	\$	750	1134	\$			\$	\$
FROM	TO	UNIT PRICE															
1	249	\$															
250	749	\$															
750	1134	\$															

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT															
0043	SECURITY CLASS: Unclassified																			
0043AA	<p><u>THIRD ORDERING YEAR</u></p> <p>NOUN: ISO 20 FOOT - TYPE 1</p> <table><tr><th colspan="3"><u>Range Quantities</u></th></tr><tr><th><u>FROM</u></th><th><u>TO</u></th><th><u>UNIT PRICE</u></th></tr><tr><td>1</td><td>249</td><td>\$</td></tr><tr><td>250</td><td>749</td><td>\$</td></tr><tr><td>750</td><td>1134</td><td>\$</td></tr></table> <p>OFFERORS NEED TO INSERT ONLY RANGE PRICES IN THE SPACES PROVIDED ABOVE FOR THIS AND ALL SUBSEQUENT CLINs. DO NOT COMPLETE THE "UNIT PRICE" AND "AMOUNT" FILL-INS.</p> <p>PLEASE NOTE: THE ORDERING PRICE IS CUMULATIVE TO EACH DELIVERY ORDER PLACED FOR EACH 60 DAY PERIOD.</p> <p>FOR EXAMPLE: IF AN ORDER FOR CLIN 0043AA WAS PLACED FOR 10 ITEMS, THE UNIT PRICE FOR THE RANGE OF 1-249 WOULD APPLY. IF A SECOND ORDER WAS PLACED IN THE SAME 60 DAY PERIOD FOR CLIN 0043AA FOR A QUANTITY OF 240, THE UNIT PRICE FOR THE RANGE OF 250-749 WOULD APPLY.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	<u>Range Quantities</u>			<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	1	249	\$	250	749	\$	750	1134	\$			\$ _____	\$ _____
<u>Range Quantities</u>																				
<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>																		
1	249	\$																		
250	749	\$																		
750	1134	\$																		

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT															
0044	SECURITY CLASS: Unclassified																			
0044AA	<p><u>FOURTH ORDERING YEAR</u></p> <p>NOUN: ISO 20 FOOT - TYPE 1</p> <table><tr><th colspan="3"><u>Range Quantities</u></th></tr><tr><th><u>FROM</u></th><th><u>TO</u></th><th><u>UNIT PRICE</u></th></tr><tr><td>1</td><td>249</td><td>\$</td></tr><tr><td>250</td><td>749</td><td>\$</td></tr><tr><td>750</td><td>1134</td><td>\$</td></tr></table> <p>OFFERORS NEED TO INSERT ONLY RANGE PRICES IN THE SPACES PROVIDED ABOVE FOR THIS AND ALL SUBSEQUENT CLINs. DO NOT COMPLETE THE "UNIT PRICE" AND "AMOUNT" FILL-INS.</p> <p>PLEASE NOTE: THE ORDERING PRICE IS CUMULATIVE TO EACH DELIVERY ORDER PLACED FOR EACH 60 DAY PERIOD.</p> <p>FOR EXAMPLE: IF AN ORDER FOR CLIN 0044AA WAS PLACED FOR 10 ITEMS, THE UNIT PRICE FOR THE RANGE OF 1-249 WOULD APPLY. IF A SECOND ORDER WAS PLACED IN THE SAME 60 DAY PERIOD FOR CLIN 0044AA FOR A QUANTITY OF 240, THE UNIT PRICE FOR THE RANGE OF 250-749 WOULD APPLY.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	<u>Range Quantities</u>			<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	1	249	\$	250	749	\$	750	1134	\$			\$ _____	\$ _____
<u>Range Quantities</u>																				
<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>																		
1	249	\$																		
250	749	\$																		
750	1134	\$																		

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT															
0045	SECURITY CLASS: Unclassified																			
0045AA	<p><u>FIFTH ORDERING YEAR</u></p> <p>NOUN: ISO 20 FOOT - TYPE 1</p> <table><tr><th colspan="3"><u>Range Quantities</u></th></tr><tr><th><u>FROM</u></th><th><u>TO</u></th><th><u>UNIT PRICE</u></th></tr><tr><td>1</td><td>249</td><td>\$</td></tr><tr><td>250</td><td>749</td><td>\$</td></tr><tr><td>750</td><td>1134</td><td>\$</td></tr></table> <p>OFFERORS NEED TO INSERT ONLY RANGE PRICES IN THE SPACES PROVIDED ABOVE FOR THIS AND ALL SUBSEQUENT CLINs. DO NOT COMPLETE THE "UNIT PRICE" AND "AMOUNT" FILL-INS.</p> <p>PLEASE NOTE: THE ORDERING PRICE IS CUMULATIVE TO EACH DELIVERY ORDER PLACED FOR EACH 60 DAY PERIOD.</p> <p>FOR EXAMPLE: IF AN ORDER FOR CLIN 0045AA WAS PLACED FOR 10 ITEMS, THE UNIT PRICE FOR THE RANGE OF 1-249 WOULD APPLY. IF A SECOND ORDER WAS PLACED IN THE SAME 60 DAY PERIOD FOR CLIN 0045AA FOR A QUANTITY OF 240, THE UNIT PRICE FOR THE RANGE OF 250-749 WOULD APPLY.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	<u>Range Quantities</u>			<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	1	249	\$	250	749	\$	750	1134	\$			\$ _____	\$ _____
<u>Range Quantities</u>																				
<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>																		
1	249	\$																		
250	749	\$																		
750	1134	\$																		

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT														
	<p>MAXIMUM 5 YEAR QUANTITY FOR CLINs 0051 THROUGH 0055: 5,670 EACH</p> <p>NOTE: EACH CONTRACT YEAR IS ESTIMATED AT 504 EACH WHICH IS A 12 MONTH AVERAGE MONTHLY DEMAND WITH PROGRAM FACTORS BUILT IN.</p> <p>(End of narrative A001)</p>																		
0051	SECURITY CLASS: Unclassified																		
0051AA	<p><u>FIRST ORDERING YEAR</u></p> <p>NOUN: ISO 20 FOOT - TYPE 2</p> <table><tr><th colspan="3"><u>Range Quantities</u></th></tr><tr><th><u>FROM</u></th><th><u>TO</u></th><th><u>UNIT PRICE</u></th></tr><tr><td>1</td><td>249</td><td>\$</td></tr><tr><td>250</td><td>749</td><td>\$</td></tr><tr><td>750</td><td>1134</td><td>\$</td></tr></table> <p>IN ACCORDANCE WITH THE STATEMENT OF WORK IN SECTION I AND PD 2339.</p> <p>(End of narrative B001)</p> <p>OFFERORS NEED TO INSERT ONLY RANGE PRICES IN THE SPACES PROVIDED ABOVE FOR THIS AND ALL SUBSEQUENT CLINs. DO NOT COMPLETE THE "UNIT PRICE" AND "AMOUNT" FILL-INS.</p> <p>PLEASE NOTE: THE ORDERING PRICE IS CUMULATIVE TO EACH DELIVERY ORDER PLACED FOR EACH 60 DAY PERIOD.</p> <p>FOR EXAMPLE: IF AN ORDER FOR CLIN 0051AA WAS PLACED FOR 10 ITEMS, THE UNIT PRICE FOR THE RANGE OF 1-249 WOULD APPLY. IF A SECOND ORDER WAS PLACED IN THE SAME 60 DAY PERIOD FOR CLIN 0051AA FOR A QUANTITY OF 240, THE UNIT PRICE FOR THE RANGE OF 250-749 WOULD APPLY.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	<u>Range Quantities</u>			<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	1	249	\$	250	749	\$	750	1134	\$		\$ _____	\$ _____
<u>Range Quantities</u>																			
<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>																	
1	249	\$																	
250	749	\$																	
750	1134	\$																	

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT												
0052	SECURITY CLASS: Unclassified																
0052AA	<div>SECOND ORDERING YEAR</div> <div>NOUN: ISO 20 FOOT - TYPE 2</div> <div><div>Range Quantities</div><table><tr><th>FROM</th><th>TO</th><th>UNIT PRICE</th></tr><tr><td>1</td><td>249</td><td>\$</td></tr><tr><td>250</td><td>749</td><td>\$</td></tr><tr><td>750</td><td>1134</td><td>\$</td></tr></table><div>OFFERORS NEED TO INSERT ONLY RANGE PRICES IN THE SPACES PROVIDED ABOVE FOR THIS AND ALL SUBSEQUENT CLINs. DO NOT COMPLETE THE "UNIT PRICE" AND "AMOUNT" FILL-INS.</div><div>PLEASE NOTE: THE ORDERING PRICE IS CUMULATIVE TO EACH DELIVERY ORDER PLACED FOR EACH 60 DAY PERIOD.</div><div>FOR EXAMPLE: IF AN ORDER FOR CLIN 0052AA WAS PLACED FOR 10 ITEMS, THE UNIT PRICE FOR THE RANGE OF 1-249 WOULD APPLY. IF A SECOND ORDER WAS PLACED IN THE SAME 60 DAY PERIOD FOR CLIN 0052AA FOR A QUANTITY OF 240, THE UNIT PRICE FOR THE RANGE OF 250-749 WOULD APPLY.</div><div>(End of narrative C001)</div><div>Packaging and Marking</div><div>Inspection and Acceptance</div><div>INSPECTION: Origin ACCEPTANCE: Origin</div><div>FOB POINT: Origin</div></div>	FROM	TO	UNIT PRICE	1	249	\$	250	749	\$	750	1134	\$			\$ _____	\$ _____
FROM	TO	UNIT PRICE															
1	249	\$															
250	749	\$															
750	1134	\$															

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT															
0053	SECURITY CLASS: Unclassified																			
0053AA	<p>THIRD ORDERING YEAR</p> <p>NOUN: ISO 20 FOOT - TYPE 2</p> <table><tr><th colspan="3">Range Quantities</th></tr><tr><th>FROM</th><th>TO</th><th>UNIT PRICE</th></tr><tr><td>1</td><td>249</td><td>\$</td></tr><tr><td>250</td><td>749</td><td>\$</td></tr><tr><td>750</td><td>1134</td><td>\$</td></tr></table> <p>OFFERORS NEED TO INSERT ONLY RANGE PRICES IN THE SPACES PROVIDED ABOVE FOR THIS AND ALL SUBSEQUENT CLINs. DO NOT COMPLETE THE "UNIT PRICE" AND "AMOUNT" FILL-INS.</p> <p>PLEASE NOTE: THE ORDERING PRICE IS CUMULATIVE TO EACH DELIVERY ORDER PLACED FOR EACH 60 DAY PERIOD.</p> <p>FOR EXAMPLE: IF AN ORDER FOR CLIN 0053AA WAS PLACED FOR 10 ITEMS, THE UNIT PRICE FOR THE RANGE OF 1-249 WOULD APPLY. IF A SECOND ORDER WAS PLACED IN THE SAME 60 DAY PERIOD FOR CLIN 0053AA FOR A QUANTITY OF 240, THE UNIT PRICE FOR THE RANGE OF 250-749 WOULD APPLY.</p> <p>(End of narrative C001)</p> <p>Packaging and Marking</p> <p>Inspection and Acceptance</p> <p>INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	Range Quantities			FROM	TO	UNIT PRICE	1	249	\$	250	749	\$	750	1134	\$			\$ _____	\$ _____
Range Quantities																				
FROM	TO	UNIT PRICE																		
1	249	\$																		
250	749	\$																		
750	1134	\$																		

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT															
0054	SECURITY CLASS: Unclassified																			
0054AA	<p><u>FOURTH ORDERING YEAR</u></p> <p>NOUN: ISO 20 FOOT - TYPE 2</p> <table><tr><th colspan="3"><u>Range Quantities</u></th></tr><tr><th><u>FROM</u></th><th><u>TO</u></th><th><u>UNIT PRICE</u></th></tr><tr><td>1</td><td>249</td><td>\$</td></tr><tr><td>250</td><td>749</td><td>\$</td></tr><tr><td>750</td><td>1134</td><td>\$</td></tr></table> <p>OFFERORS NEED TO INSERT ONLY RANGE PRICES IN THE SPACES PROVIDED ABOVE FOR THIS AND ALL SUBSEQUENT CLINs. DO NOT COMPLETE THE "UNIT PRICE" AND "AMOUNT" FILL-INS.</p> <p>PLEASE NOTE: THE ORDERING PRICE IS CUMULATIVE TO EACH DELIVERY ORDER PLACED FOR EACH 60 DAY PERIOD.</p> <p>FOR EXAMPLE: IF AN ORDER FOR CLIN 0054AA WAS PLACED FOR 10 ITEMS, THE UNIT PRICE FOR THE RANGE OF 1-249 WOULD APPLY. IF A SECOND ORDER WAS PLACED IN THE SAME 60 DAY PERIOD FOR CLIN 0054AA FOR A QUANTITY OF 240, THE UNIT PRICE FOR THE RANGE OF 250-749 WOULD APPLY.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	<u>Range Quantities</u>			<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	1	249	\$	250	749	\$	750	1134	\$			\$ _____	\$ _____
<u>Range Quantities</u>																				
<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>																		
1	249	\$																		
250	749	\$																		
750	1134	\$																		

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT															
0055	SECURITY CLASS: Unclassified																			
0055AA	<p><u>FIFTH ORDERING YEAR</u></p> <p>NOUN: ISO 20 FOOT - TYPE 2</p> <table><tr><th colspan="3"><u>Range Quantities</u></th></tr><tr><th><u>FROM</u></th><th><u>TO</u></th><th><u>UNIT PRICE</u></th></tr><tr><td>1</td><td>249</td><td>\$</td></tr><tr><td>250</td><td>749</td><td>\$</td></tr><tr><td>750</td><td>1134</td><td>\$</td></tr></table> <p>OFFERORS NEED TO INSERT ONLY RANGE PRICES IN THE SPACES PROVIDED ABOVE FOR THIS AND ALL SUBSEQUENT CLINs. DO NOT COMPLETE THE "UNIT PRICE" AND "AMOUNT" FILL-INS.</p> <p>PLEASE NOTE: THE ORDERING PRICE IS CUMULATIVE TO EACH DELIVERY ORDER PLACED FOR EACH 60 DAY PERIOD.</p> <p>FOR EXAMPLE: IF AN ORDER FOR CLIN 0055AA WAS PLACED FOR 10 ITEMS, THE UNIT PRICE FOR THE RANGE OF 1-249 WOULD APPLY. IF A SECOND ORDER WAS PLACED IN THE SAME 60 DAY PERIOD FOR CLIN 0055AA FOR A QUANTITY OF 240, THE UNIT PRICE FOR THE RANGE OF 250-749 WOULD APPLY.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	<u>Range Quantities</u>			<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	1	249	\$	250	749	\$	750	1134	\$			\$ _____	\$ _____
<u>Range Quantities</u>																				
<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>																		
1	249	\$																		
250	749	\$																		
750	1134	\$																		

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT															
	<p>MAXIMUM 5 YEAR QUANTITY FOR CLINs 0061 THROUGH 0065: 5,670 EACH</p> <p>NOTE: EACH CONTRACT YEAR IS ESTIMATED AT 504 EACH WHICH IS A 12 MONTH AVERAGE MONTHLY DEMAND WITH PROGRAM FACTORS BUILT IN.</p> <p>(End of narrative A001)</p>																			
0061	SECURITY CLASS: Unclassified																			
0061AA	<p><u>FIRST ORDERING YEAR</u></p> <p>NOUN: ISO 20 FOOT - TYPE 3</p> <table><tr><th colspan="3"><u>Range Quantities</u></th></tr><tr><th><u>FROM</u></th><th><u>TO</u></th><th><u>UNIT PRICE</u></th></tr><tr><td>1</td><td>249</td><td>\$</td></tr><tr><td>250</td><td>749</td><td>\$</td></tr><tr><td>750</td><td>1134</td><td>\$</td></tr></table> <p>IN ACCORDANCE WITH THE STATEMENT OF WORK IN SECTION I AND PD 2339.</p> <p>(End of narrative B001)</p> <p>OFFERORS NEED TO INSERT ONLY RANGE PRICES IN THE SPACES PROVIDED ABOVE FOR THIS AND ALL SUBSEQUENT CLINs. DO NOT COMPLETE THE "UNIT PRICE" AND "AMOUNT" FILL-INS.</p> <p>PLEASE NOTE: THE ORDERING PRICE IS CUMULATIVE TO EACH DELIVERY ORDER PLACED FOR EACH 60 DAY PERIOD.</p> <p>FOR EXAMPLE: IF AN ORDER FOR CLIN 0061AA WAS PLACED FOR 10 ITEMS, THE UNIT PRICE FOR THE RANGE OF 1-249 WOULD APPLY. IF A SECOND ORDER WAS PLACED IN THE SAME 60 DAY PERIOD FOR CLIN 0061AA FOR A QUANTITY OF 240, THE UNIT PRICE FOR THE RANGE OF 250-749 WOULD APPLY.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	<u>Range Quantities</u>			<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	1	249	\$	250	749	\$	750	1134	\$			\$ _____	\$ _____
<u>Range Quantities</u>																				
<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>																		
1	249	\$																		
250	749	\$																		
750	1134	\$																		

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT												
0062	SECURITY CLASS: Unclassified																
0062AA	<div>SECOND ORDERING YEAR</div> <div>NOUN: ISO 20 FOOT - TYPE 3</div> <div><div>Range Quantities</div><table><tr><td>FROM</td><td>TO</td><td>UNIT PRICE</td></tr><tr><td>1</td><td>249</td><td>\$</td></tr><tr><td>250</td><td>749</td><td>\$</td></tr><tr><td>750</td><td>1134</td><td>\$</td></tr></table><div>OFFERORS NEED TO INSERT ONLY RANGE PRICES IN THE SPACES PROVIDED ABOVE FOR THIS AND ALL SUBSEQUENT CLINs. DO NOT COMPLETE THE "UNIT PRICE" AND "AMOUNT" FILL-INS.</div><div>PLEASE NOTE: THE ORDERING PRICE IS CUMULATIVE TO EACH DELIVERY ORDER PLACED FOR EACH 60 DAY PERIOD.</div><div>FOR EXAMPLE: IF AN ORDER FOR CLIN 0062AA WAS PLACED FOR 10 ITEMS, THE UNIT PRICE FOR THE RANGE OF 1-249 WOULD APPLY. IF A SECOND ORDER WAS PLACED IN THE SAME 60 DAY PERIOD FOR CLIN 0062AA FOR A QUANTITY OF 240, THE UNIT PRICE FOR THE RANGE OF 250-749 WOULD APPLY.</div><div>(End of narrative C001)</div><div>Packaging and Marking</div><div>Inspection and Acceptance</div><div>INSPECTION: Origin ACCEPTANCE: Origin</div><div>FOB POINT: Origin</div></div>	FROM	TO	UNIT PRICE	1	249	\$	250	749	\$	750	1134	\$			\$	\$
FROM	TO	UNIT PRICE															
1	249	\$															
250	749	\$															
750	1134	\$															

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT															
0063	SECURITY CLASS: Unclassified																			
0063AA	<p><u>THIRD ORDERING YEAR</u></p> <p>NOUN: ISO 20 FOOT - TYPE 3</p> <table><tr><th colspan="3"><u>Range Quantities</u></th></tr><tr><th><u>FROM</u></th><th><u>TO</u></th><th><u>UNIT PRICE</u></th></tr><tr><td>1</td><td>249</td><td>\$</td></tr><tr><td>250</td><td>749</td><td>\$</td></tr><tr><td>750</td><td>1134</td><td>\$</td></tr></table> <p>OFFERORS NEED TO INSERT ONLY RANGE PRICES IN THE SPACES PROVIDED ABOVE FOR THIS AND ALL SUBSEQUENT CLINs. DO NOT COMPLETE THE "UNIT PRICE" AND "AMOUNT" FILL-INS.</p> <p>PLEASE NOTE: THE ORDERING PRICE IS CUMULATIVE TO EACH DELIVERY ORDER PLACED FOR EACH 60 DAY PERIOD.</p> <p>FOR EXAMPLE: IF AN ORDER FOR CLIN 0063AA WAS PLACED FOR 10 ITEMS, THE UNIT PRICE FOR THE RANGE OF 1-249 WOULD APPLY. IF A SECOND ORDER WAS PLACED IN THE SAME 60 DAY PERIOD FOR CLIN 0063AA FOR A QUANTITY OF 240, THE UNIT PRICE FOR THE RANGE OF 250-749 WOULD APPLY.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	<u>Range Quantities</u>			<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	1	249	\$	250	749	\$	750	1134	\$			\$ _____	\$ _____
<u>Range Quantities</u>																				
<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>																		
1	249	\$																		
250	749	\$																		
750	1134	\$																		

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT															
0064	SECURITY CLASS: Unclassified																			
0064AA	<p><u>FOURTH ORDERING YEAR</u></p> <p>NOUN: ISO 20 FOOT - TYPE 3</p> <table><tr><th colspan="3"><u>Range Quantities</u></th></tr><tr><th><u>FROM</u></th><th><u>TO</u></th><th><u>UNIT PRICE</u></th></tr><tr><td>1</td><td>249</td><td>\$</td></tr><tr><td>250</td><td>749</td><td>\$</td></tr><tr><td>750</td><td>1134</td><td>\$</td></tr></table> <p>OFFERORS NEED TO INSERT ONLY RANGE PRICES IN THE SPACES PROVIDED ABOVE FOR THIS AND ALL SUBSEQUENT CLINs. DO NOT COMPLETE THE "UNIT PRICE" AND "AMOUNT" FILL-INS.</p> <p>PLEASE NOTE: THE ORDERING PRICE IS CUMULATIVE TO EACH DELIVERY ORDER PLACED FOR EACH 60 DAY PERIOD.</p> <p>FOR EXAMPLE: IF AN ORDER FOR CLIN 0064AA WAS PLACED FOR 10 ITEMS, THE UNIT PRICE FOR THE RANGE OF 1-249 WOULD APPLY. IF A SECOND ORDER WAS PLACED IN THE SAME 60 DAY PERIOD FOR CLIN 0064AA FOR A QUANTITY OF 240, THE UNIT PRICE FOR THE RANGE OF 250-749 WOULD APPLY.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	<u>Range Quantities</u>			<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	1	249	\$	250	749	\$	750	1134	\$			\$ _____	\$ _____
<u>Range Quantities</u>																				
<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>																		
1	249	\$																		
250	749	\$																		
750	1134	\$																		

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT												
0065	SECURITY CLASS: Unclassified																
0065AA	<p><u>FIFTH ORDERING YEAR</u></p> <p>NOUN: ISO 20 FOOT - TYPE 3</p> <p><u>Range Quantities</u></p> <table><tr><td><u>FROM</u></td><td><u>TO</u></td><td><u>UNIT PRICE</u></td></tr><tr><td>1</td><td>249</td><td>\$</td></tr><tr><td>250</td><td>749</td><td>\$</td></tr><tr><td>750</td><td>1134</td><td>\$</td></tr></table> <p>OFFERORS NEED TO INSERT ONLY RANGE PRICES IN THE SPACES PROVIDED ABOVE FOR THIS AND ALL SUBSEQUENT CLINs. DO NOT COMPLETE THE "UNIT PRICE" AND "AMOUNT" FILL-INS.</p> <p>PLEASE NOTE: THE ORDERING PRICE IS CUMULATIVE TO EACH DELIVERY ORDER PLACED FOR EACH 60 DAY PERIOD.</p> <p>FOR EXAMPLE: IF AN ORDER FOR CLIN 0065AA WAS PLACED FOR 10 ITEMS, THE UNIT PRICE FOR THE RANGE OF 1-249 WOULD APPLY. IF A SECOND ORDER WAS PLACED IN THE SAME 60 DAY PERIOD FOR CLIN 0065AA FOR A QUANTITY OF 240, THE UNIT PRICE FOR THE RANGE OF 250-749 WOULD APPLY.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	1	249	\$	250	749	\$	750	1134	\$			\$_____	\$_____
<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>															
1	249	\$															
250	749	\$															
750	1134	\$															

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT															
	<p>MAXIMUM 5 YEAR QUANTITY FOR CLINs 0071 THROUGH 0075: 5,670 EACH</p> <p>NOTE: EACH CONTRACT YEAR IS ESTIMATED AT 504 EACH WHICH IS A 12 MONTH AVERAGE MONTHLY DEMAND WITH PROGRAM FACTORS BUILT IN.</p> <p>(End of narrative A001)</p>																			
0071	SECURITY CLASS: Unclassified																			
0071AA	<p><u>FIRST ORDERING YEAR</u></p> <p>NOUN: ISO 20 FOOT - TYPE 4</p> <table><tr><th colspan="3"><u>Range Quantities</u></th></tr><tr><th><u>FROM</u></th><th><u>TO</u></th><th><u>UNIT PRICE</u></th></tr><tr><td>1</td><td>249</td><td>\$</td></tr><tr><td>250</td><td>749</td><td>\$</td></tr><tr><td>750</td><td>1134</td><td>\$</td></tr></table> <p>IN ACCORDANCE WITH THE STATEMENT OF WORK IN SECTION I AND PD 2339.</p> <p>(End of narrative B001)</p> <p>OFFERORS NEED TO INSERT ONLY RANGE PRICES IN THE SPACES PROVIDED ABOVE FOR THIS AND ALL SUBSEQUENT CLINs. DO NOT COMPLETE THE "UNIT PRICE" AND "AMOUNT" FILL-INS.</p> <p>PLEASE NOTE: THE ORDERING PRICE IS CUMULATIVE TO EACH DELIVERY ORDER PLACED FOR EACH 60 DAY PERIOD.</p> <p>FOR EXAMPLE: IF AN ORDER FOR CLIN 0071AA WAS PLACED FOR 10 ITEMS, THE UNIT PRICE FOR THE RANGE OF 1-249 WOULD APPLY. IF A SECOND ORDER WAS PLACED IN THE SAME 60 DAY PERIOD FOR CLIN 0071AA FOR A QUANTITY OF 240, THE UNIT PRICE FOR THE RANGE OF 250-749 WOULD APPLY.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	<u>Range Quantities</u>			<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	1	249	\$	250	749	\$	750	1134	\$			\$ _____	\$ _____
<u>Range Quantities</u>																				
<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>																		
1	249	\$																		
250	749	\$																		
750	1134	\$																		

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0071AB	<div>FIRST ARTICLE TEST REPORT</div> <div>NOUN: ISO 20 FOOT - TYPE 4 (FAT)</div> <div>Packaging and Marking</div> <div>N/A</div> <div>(End of narrative D001)</div> <div>Inspection and Acceptance</div> <div>INSPECTION: OriginACCEPTANCE: Origin</div> <div>Deliveries or Performance</div> <div>DOC SUPPL</div> <div>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</div> <div>0013</div> <div>DEL REL CD QUANTITY DAYS AFTER AWARD</div> <div>00110090</div> <div>FOB POINT: Destination</div> <div>SHIP TO: PARCEL POST ADDRESS</div> <div>(Y00006) SEE FIRST ARTICLE TEST CLAUSE</div> <div>FOR DISTRIBUTION</div>	1	LO	\$	\$

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT															
0072	SECURITY CLASS: Unclassified																			
0072AA	<p><u>SECOND ORDERING YEAR</u></p> <p>NOUN: ISO 20 FOOT - TYPE 4</p> <table><tr><th colspan="3"><u>Range Quantities</u></th></tr><tr><th><u>FROM</u></th><th><u>TO</u></th><th><u>UNIT PRICE</u></th></tr><tr><td>1</td><td>249</td><td>\$</td></tr><tr><td>250</td><td>749</td><td>\$</td></tr><tr><td>750</td><td>1134</td><td>\$</td></tr></table> <p>OFFERORS NEED TO INSERT ONLY RANGE PRICES IN THE SPACES PROVIDED ABOVE FOR THIS AND ALL SUBSEQUENT CLINs. DO NOT COMPLETE THE "UNIT PRICE" AND "AMOUNT" FILL-INS.</p> <p>PLEASE NOTE: THE ORDERING PRICE IS CUMULATIVE TO EACH DELIVERY ORDER PLACED FOR EACH 60 DAY PERIOD.</p> <p>FOR EXAMPLE: IF AN ORDER FOR CLIN 0072AA WAS PLACED FOR 10 ITEMS, THE UNIT PRICE FOR THE RANGE OF 1-249 WOULD APPLY. IF A SECOND ORDER WAS PLACED IN THE SAME 60 DAY PERIOD FOR CLIN 0072AA FOR A QUANTITY OF 240, THE UNIT PRICE FOR THE RANGE OF 250-749 WOULD APPLY.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	<u>Range Quantities</u>			<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	1	249	\$	250	749	\$	750	1134	\$			\$ _____	\$ _____
<u>Range Quantities</u>																				
<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>																		
1	249	\$																		
250	749	\$																		
750	1134	\$																		

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT															
0073	SECURITY CLASS: Unclassified																			
0073AA	<p><u>THIRD ORDERING YEAR</u></p> <p>NOUN: ISO 20 FOOT - TYPE 4</p> <table><tr><th colspan="3"><u>Range Quantities</u></th></tr><tr><th><u>FROM</u></th><th><u>TO</u></th><th><u>UNIT PRICE</u></th></tr><tr><td>1</td><td>249</td><td>\$</td></tr><tr><td>250</td><td>749</td><td>\$</td></tr><tr><td>750</td><td>1134</td><td>\$</td></tr></table> <p>OFFERORS NEED TO INSERT ONLY RANGE PRICES IN THE SPACES PROVIDED ABOVE FOR THIS AND ALL SUBSEQUENT CLINs. DO NOT COMPLETE THE "UNIT PRICE" AND "AMOUNT" FILL-INS.</p> <p>PLEASE NOTE: THE ORDERING PRICE IS CUMULATIVE TO EACH DELIVERY ORDER PLACED FOR EACH 60 DAY PERIOD.</p> <p>FOR EXAMPLE: IF AN ORDER FOR CLIN 0073AA WAS PLACED FOR 10 ITEMS, THE UNIT PRICE FOR THE RANGE OF 1-249 WOULD APPLY. IF A SECOND ORDER WAS PLACED IN THE SAME 60 DAY PERIOD FOR CLIN 0073AA FOR A QUANTITY OF 240, THE UNIT PRICE FOR THE RANGE OF 250-749 WOULD APPLY.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	<u>Range Quantities</u>			<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	1	249	\$	250	749	\$	750	1134	\$			\$ _____	\$ _____
<u>Range Quantities</u>																				
<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>																		
1	249	\$																		
250	749	\$																		
750	1134	\$																		

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT															
0074	SECURITY CLASS: Unclassified																			
0074AA	<p><u>FOURTH ORDERING YEAR</u></p> <p>NOUN: ISO 20 FOOT - TYPE 4</p> <table><tr><th colspan="3"><u>Range Quantities</u></th></tr><tr><th><u>FROM</u></th><th><u>TO</u></th><th><u>UNIT PRICE</u></th></tr><tr><td>1</td><td>249</td><td>\$</td></tr><tr><td>250</td><td>749</td><td>\$</td></tr><tr><td>750</td><td>1134</td><td>\$</td></tr></table> <p>OFFERORS NEED TO INSERT ONLY RANGE PRICES IN THE SPACES PROVIDED ABOVE FOR THIS AND ALL SUBSEQUENT CLINs. DO NOT COMPLETE THE "UNIT PRICE" AND "AMOUNT" FILL-INS.</p> <p>PLEASE NOTE: THE ORDERING PRICE IS CUMULATIVE TO EACH DELIVERY ORDER PLACED FOR EACH 60 DAY PERIOD.</p> <p>FOR EXAMPLE: IF AN ORDER FOR CLIN 0074AA WAS PLACED FOR 10 ITEMS, THE UNIT PRICE FOR THE RANGE OF 1-249 WOULD APPLY. IF A SECOND ORDER WAS PLACED IN THE SAME 60 DAY PERIOD FOR CLIN 0074AA FOR A QUANTITY OF 240, THE UNIT PRICE FOR THE RANGE OF 250-749 WOULD APPLY.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	<u>Range Quantities</u>			<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	1	249	\$	250	749	\$	750	1134	\$			\$ _____	\$ _____
<u>Range Quantities</u>																				
<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>																		
1	249	\$																		
250	749	\$																		
750	1134	\$																		

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT															
0075	SECURITY CLASS: Unclassified																			
0075AA	<p><u>FIFTH ORDERING YEAR</u></p> <p>NOUN: ISO 20 FOOT - TYPE 4</p> <table><tr><th colspan="3"><u>Range Quantities</u></th></tr><tr><th><u>FROM</u></th><th><u>TO</u></th><th><u>UNIT PRICE</u></th></tr><tr><td>1</td><td>249</td><td>\$</td></tr><tr><td>250</td><td>749</td><td>\$</td></tr><tr><td>750</td><td>1134</td><td>\$</td></tr></table> <p>OFFERORS NEED TO INSERT ONLY RANGE PRICES IN THE SPACES PROVIDED ABOVE FOR THIS AND ALL SUBSEQUENT CLINs. DO NOT COMPLETE THE "UNIT PRICE" AND "AMOUNT" FILL-INS.</p> <p>PLEASE NOTE: THE ORDERING PRICE IS CUMULATIVE TO EACH DELIVERY ORDER PLACED FOR EACH 60 DAY PERIOD.</p> <p>FOR EXAMPLE: IF AN ORDER FOR CLIN 0075AA WAS PLACED FOR 10 ITEMS, THE UNIT PRICE FOR THE RANGE OF 1-249 WOULD APPLY. IF A SECOND ORDER WAS PLACED IN THE SAME 60 DAY PERIOD FOR CLIN 0075AA FOR A QUANTITY OF 240, THE UNIT PRICE FOR THE RANGE OF 250-749 WOULD APPLY.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	<u>Range Quantities</u>			<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	1	249	\$	250	749	\$	750	1134	\$			\$ _____	\$ _____
<u>Range Quantities</u>																				
<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>																		
1	249	\$																		
250	749	\$																		
750	1134	\$																		

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT															
	<p>MAXIMUM 5 YEAR QUANTITY FOR CLINs 0081 THROUGH 0085: 540 EACH</p> <p>NOTE: EACH CONTRACT YEAR IS ESTIMATED AT 48 EACH WHICH IS A 12 MONTH AVERAGE MONTHLY DEMAND WITH PROGRAM FACTORS BUILT IN.</p> <p>(End of narrative A001)</p>																			
0081	SECURITY CLASS: Unclassified																			
0081AA	<p><u>FIRST ORDERING YEAR</u></p> <p>NOUN: ISO DEPMEDS</p> <table><tr><th colspan="3"><u>Range Quantities</u></th></tr><tr><th><u>FROM</u></th><th><u>TO</u></th><th><u>UNIT PRICE</u></th></tr><tr><td>1</td><td>29</td><td>\$</td></tr><tr><td>30</td><td>59</td><td>\$</td></tr><tr><td>60</td><td>108</td><td>\$</td></tr></table> <p>IN ACCORDANCE WITH THE STATEMENT OF WORK IN SECTION I AND PD 2331.</p> <p>(End of narrative B001)</p> <p>OFFERORS NEED TO INSERT ONLY RANGE PRICES IN THE SPACES PROVIDED ABOVE FOR THIS AND ALL SUBSEQUENT CLINs. DO NOT COMPLETE THE "UNIT PRICE" AND "AMOUNT" FILL-INS.</p> <p>PLEASE NOTE: THE ORDERING PRICE IS CUMULATIVE TO EACH DELIVERY ORDER PLACED FOR EACH 60 DAY PERIOD.</p> <p>FOR EXAMPLE: IF AN ORDER FOR CLIN 0081AA WAS PLACED FOR 10 ITEMS, THE UNIT PRICE FOR THE RANGE OF 1-29 WOULD APPLY. IF A SECOND ORDER WAS PLACED IN THE SAME 60 DAY PERIOD FOR CLIN 0081AA FOR A QUANTITY OF 20, THE UNIT PRICE FOR THE RANGE OF 30-59 WOULD APPLY.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	<u>Range Quantities</u>			<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	1	29	\$	30	59	\$	60	108	\$			\$ _____	\$ _____
<u>Range Quantities</u>																				
<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>																		
1	29	\$																		
30	59	\$																		
60	108	\$																		

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																														
0081AB	<p>FIRST ARTICLE TEST REPORT</p> <p>NOUN: ISO DEPMEDS (FAT)</p> <p>Packaging and Marking</p> <p>N/A</p> <p>(End of narrative D001)</p> <p>Inspection and Acceptance</p> <p>INSPECTION: Origin ACCEPTANCE: Origin</p> <p>Deliveries or Performance</p> <table><tr><td>DOC</td><td colspan="5">SUPPL</td></tr><tr><td>REL CD</td><td>MILSTRIP</td><td>ADDR</td><td>SIG CD</td><td>MARK FOR</td><td>TP CD</td></tr><tr><td>001</td><td></td><td></td><td></td><td></td><td>3</td></tr><tr><td>DEL REL CD</td><td>QUANTITY</td><td colspan="4">DAYS AFTER AWARD</td></tr><tr><td>001</td><td>1</td><td colspan="4">0090</td></tr></table> <p>FOB POINT: Destination</p> <p>SHIP TO: PARCEL POST ADDRESS</p> <p>(Y00006) SEE FIRST ARTICLE TEST CLAUSE</p> <p>FOR DISTRIBUTION</p>	DOC	SUPPL					REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001					3	DEL REL CD	QUANTITY	DAYS AFTER AWARD				001	1	0090				1	LO	\$_____	\$_____
DOC	SUPPL																																		
REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD																														
001					3																														
DEL REL CD	QUANTITY	DAYS AFTER AWARD																																	
001	1	0090																																	

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT												
0082	SECURITY CLASS: Unclassified																
0082AA	<p><u>SECOND ORDERING YEAR</u></p> <p>NOUN: ISO DEPMEDS</p> <p><u>Range Quantities</u></p> <table><tr><td><u>FROM</u></td><td><u>TO</u></td><td><u>UNIT PRICE</u></td></tr><tr><td>1</td><td>29</td><td>\$</td></tr><tr><td>30</td><td>59</td><td>\$</td></tr><tr><td>60</td><td>108</td><td>\$</td></tr></table> <p>OFFERORS NEED TO INSERT ONLY RANGE PRICES IN THE SPACES PROVIDED ABOVE FOR THIS AND ALL SUBSEQUENT CLINs. DO NOT COMPLETE THE "UNIT PRICE" AND "AMOUNT" FILL-INS.</p> <p>PLEASE NOTE: THE ORDERING PRICE IS CUMULATIVE TO EACH DELIVERY ORDER PLACED FOR EACH 60 DAY PERIOD.</p> <p>FOR EXAMPLE: IF AN ORDER FOR CLIN 0082AA WAS PLACED FOR 10 ITEMS, THE UNIT PRICE FOR THE RANGE OF 1-29 WOULD APPLY. IF A SECOND ORDER WAS PLACED IN THE SAME 60 DAY PERIOD FOR CLIN 0082AA FOR A QUANTITY OF 20, THE UNIT PRICE FOR THE RANGE OF 30-59 WOULD APPLY.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	1	29	\$	30	59	\$	60	108	\$			\$ _____	\$ _____
<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>															
1	29	\$															
30	59	\$															
60	108	\$															

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT												
0083	SECURITY CLASS: Unclassified																
0083AA	<div>THIRD ORDERING YEAR</div> <div>NOUN: ISO DEPMEDS</div> <div><div>Range Quantities</div><table><tr><th>FROM</th><th>TO</th><th>UNIT PRICE</th></tr><tr><td>1</td><td>29</td><td>\$</td></tr><tr><td>30</td><td>59</td><td>\$</td></tr><tr><td>60</td><td>108</td><td>\$</td></tr></table></div> <div>OFFERORS NEED TO INSERT ONLY RANGE PRICES IN THE SPACES PROVIDED ABOVE FOR THIS AND ALL SUBSEQUENT CLINs. DO NOT COMPLETE THE "UNIT PRICE" AND "AMOUNT" FILL-INS.</div> <div>PLEASE NOTE: THE ORDERING PRICE IS CUMULATIVE TO EACH DELIVERY ORDER PLACED FOR EACH 60 DAY PERIOD.</div> <div>FOR EXAMPLE: IF AN ORDER FOR CLIN 0083AA WAS PLACED FOR 10 ITEMS, THE UNIT PRICE FOR THE RANGE OF 1-29 WOULD APPLY. IF A SECOND ORDER WAS PLACED IN THE SAME 60 DAY PERIOD FOR CLIN 0083AA FOR A QUANTITY OF 20, THE UNIT PRICE FOR THE RANGE OF 30-59 WOULD APPLY.</div> <div>(End of narrative C001)</div> <div>Packaging and Marking</div> <div>Inspection and Acceptance</div> <div>INSPECTION: OriginACCEPTANCE: Origin</div> <div>FOB POINT: Origin</div>	FROM	TO	UNIT PRICE	1	29	\$	30	59	\$	60	108	\$			\$	\$
FROM	TO	UNIT PRICE															
1	29	\$															
30	59	\$															
60	108	\$															

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT															
0084	SECURITY CLASS: Unclassified																			
0084AA	<p><u>FOURTH ORDERING YEAR</u></p> <p>NOUN: ISO DEPMEDS</p> <table><tr><th colspan="3"><u>Range Quantities</u></th></tr><tr><th><u>FROM</u></th><th><u>TO</u></th><th><u>UNIT PRICE</u></th></tr><tr><td>1</td><td>29</td><td>\$</td></tr><tr><td>30</td><td>59</td><td>\$</td></tr><tr><td>60</td><td>108</td><td>\$</td></tr></table> <p>OFFERORS NEED TO INSERT ONLY RANGE PRICES IN THE SPACES PROVIDED ABOVE FOR THIS AND ALL SUBSEQUENT CLINs. DO NOT COMPLETE THE "UNIT PRICE" AND "AMOUNT" FILL-INS.</p> <p>PLEASE NOTE: THE ORDERING PRICE IS CUMULATIVE TO EACH DELIVERY ORDER PLACED FOR EACH 60 DAY PERIOD.</p> <p>FOR EXAMPLE: IF AN ORDER FOR CLIN 0084AA WAS PLACED FOR 10 ITEMS, THE UNIT PRICE FOR THE RANGE OF 1-29 WOULD APPLY. IF A SECOND ORDER WAS PLACED IN THE SAME 60 DAY PERIOD FOR CLIN 0084AA FOR A QUANTITY OF 20, THE UNIT PRICE FOR THE RANGE OF 30-59 WOULD APPLY.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	<u>Range Quantities</u>			<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	1	29	\$	30	59	\$	60	108	\$			\$ _____	\$ _____
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60	108	\$																		

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT															
0085	SECURITY CLASS: Unclassified																			
0085AA	<p><u>FIFTH ORDERING YEAR</u></p> <p>NOUN: ISO DEPMEDS</p> <table><tr><th colspan="3"><u>Range Quantities</u></th></tr><tr><th><u>FROM</u></th><th><u>TO</u></th><th><u>UNIT PRICE</u></th></tr><tr><td>1</td><td>29</td><td>\$</td></tr><tr><td>30</td><td>59</td><td>\$</td></tr><tr><td>60</td><td>108</td><td>\$</td></tr></table> <p>OFFERORS NEED TO INSERT ONLY RANGE PRICES IN THE SPACES PROVIDED ABOVE FOR THIS AND ALL SUBSEQUENT CLINs. DO NOT COMPLETE THE "UNIT PRICE" AND "AMOUNT" FILL-INS.</p> <p>PLEASE NOTE: THE ORDERING PRICE IS CUMULATIVE TO EACH DELIVERY ORDER PLACED FOR EACH 60 DAY PERIOD.</p> <p>FOR EXAMPLE: IF AN ORDER FOR CLIN 0085AA WAS PLACED FOR 10 ITEMS, THE UNIT PRICE FOR THE RANGE OF 1-29 WOULD APPLY. IF A SECOND ORDER WAS PLACED IN THE SAME 60 DAY PERIOD FOR CLIN 0085AA FOR A QUANTITY OF 20, THE UNIT PRICE FOR THE RANGE OF 30-59 WOULD APPLY.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	<u>Range Quantities</u>			<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	1	29	\$	30	59	\$	60	108	\$			\$ _____	\$ _____
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT															
	<p>MAXIMUM 5 YEAR QUANTITY FOR CLINs 0091 THROUGH 0095: 388,395 EACH</p> <p>NOTE: EACH CONTRACT YEAR IS ESTIMATED AT 34,524 EACH WHICH IS A 12 MONTH AVERAGE MONTHLY DEMAND WITH PROGRAM FACTORS BUILT IN.</p> <p>(End of narrative A001)</p>																			
0091	<p>NSN: 9540-01-491-3804</p> <p>SECURITY CLASS: Unclassified</p>																			
0091AA	<p><u>FIRST ORDERING YEAR</u></p> <p>NOUN: BEAM, DECKING, SHORING</p> <table><tr><th colspan="3"><u>Range Quantities</u></th></tr><tr><th><u>FROM</u></th><th><u>TO</u></th><th><u>UNIT PRICE</u></th></tr><tr><td>200</td><td>19999</td><td>\$</td></tr><tr><td>20000</td><td>39999</td><td>\$</td></tr><tr><td>40000</td><td>77679</td><td>\$</td></tr></table> <p>IN ACCORDANCE WITH THE STATEMENT OF WORK IN SECTION I AND PD 2298A.</p> <p>(End of narrative B001)</p> <p>OFFERORS NEED TO INSERT ONLY RANGE PRICES IN THE SPACES PROVIDED ABOVE FOR THIS AND ALL SUBSEQUENT CLINs. DO NOT COMPLETE THE "UNIT PRICE" AND "AMOUNT" FILL-INS.</p> <p>PLEASE NOTE: THE ORDERING PRICE IS CUMULATIVE TO EACH DELIVERY ORDER PLACED FOR EACH 60 DAY PERIOD.</p> <p>FOR EXAMPLE: IF AN ORDER FOR CLIN 0091AA WAS PLACED FOR 200 ITEMS, THE UNIT PRICE FOR THE RANGE OF 200-19999 WOULD APPLY. IF A SECOND ORDER WAS PLACED IN THE SAME 60 DAY PERIOD FOR CLIN 0091AA FOR A QUANTITY OF 19800, THE UNIT PRICE FOR THE RANGE OF 20000-39999 WOULD APPLY.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	<u>Range Quantities</u>			<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	200	19999	\$	20000	39999	\$	40000	77679	\$			\$ _____	\$ _____
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<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>																		
200	19999	\$																		
20000	39999	\$																		
40000	77679	\$																		

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT												
0092	NSN: 9540-01-491-3804 SECURITY CLASS: Unclassified																
0092AA	<div>SECOND ORDERING YEAR</div> <div>NOUN: BEAM, DECKING, SHORING</div> <div><div>Range Quantities</div><table><tr><th>FROM</th><th>TO</th><th>UNIT PRICE</th></tr><tr><td>200</td><td>19999</td><td>\$</td></tr><tr><td>20000</td><td>39999</td><td>\$</td></tr><tr><td>40000</td><td>77679</td><td>\$</td></tr></table><div>OFFERORS NEED TO INSERT ONLY RANGE PRICES IN THE SPACES PROVIDED ABOVE FOR THIS AND ALL SUBSEQUENT CLINs. DO NOT COMPLETE THE "UNIT PRICE" AND "AMOUNT" FILL-INS.</div><div>PLEASE NOTE: THE ORDERING PRICE IS CUMULATIVE TO EACH DELIVERY ORDER PLACED FOR EACH 60 DAY PERIOD.</div><div>FOR EXAMPLE: IF AN ORDER FOR CLIN 0092AA WAS PLACED FOR 200 ITEMS, THE UNIT PRICE FOR THE RANGE OF 200-19999 WOULD APPLY. IF A SECOND ORDER WAS PLACED IN THE SAME 60 DAY PERIOD FOR CLIN 0092AA FOR A QUANTITY OF 19800, THE UNIT PRICE FOR THE RANGE OF 20000-39999 WOULD APPLY.</div><div>(End of narrative C001)</div><div>Packaging and Marking</div><div>Inspection and Acceptance</div><div>INSPECTION: Origin ACCEPTANCE: Origin</div><div>FOB POINT: Origin</div></div>	FROM	TO	UNIT PRICE	200	19999	\$	20000	39999	\$	40000	77679	\$			\$ _____	\$ _____
FROM	TO	UNIT PRICE															
200	19999	\$															
20000	39999	\$															
40000	77679	\$															

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT												
0093	NSN: 9540-01-491-3804 SECURITY CLASS: Unclassified																
0093AA	<p><u>THIRD ORDERING YEAR</u></p> <p>NOUN: BEAM,DECKING, SHORING</p> <p><u>Range Quantities</u></p> <table><tr><td><u>FROM</u></td><td><u>TO</u></td><td><u>UNIT PRICE</u></td></tr><tr><td>200</td><td>19999</td><td>\$</td></tr><tr><td>20000</td><td>39999</td><td>\$</td></tr><tr><td>40000</td><td>77679</td><td>\$</td></tr></table> <p>OFFERORS NEED TO INSERT ONLY RANGE PRICES IN THE SPACES PROVIDED ABOVE FOR THIS AND ALL SUBSEQUENT CLINs. DO NOT COMPLETE THE "UNIT PRICE" AND "AMOUNT" FILL-INS.</p> <p>PLEASE NOTE: THE ORDERING PRICE IS CUMULATIVE TO EACH DELIVERY ORDER PLACED FOR EACH 60 DAY PERIOD.</p> <p>FOR EXAMPLE: IF AN ORDER FOR CLIN 0093AA WAS PLACED FOR 200 ITEMS, THE UNIT PRICE FOR THE RANGE OF 200-19999 WOULD APPLY. IF A SECOND ORDER WAS PLACED IN THE SAME 60 DAY PERIOD FOR CLIN 0093AA FOR A QUANTITY OF 19800, THE UNIT PRICE FOR THE RANGE OF 20000-39999 WOULD APPLY.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	200	19999	\$	20000	39999	\$	40000	77679	\$			\$ _____	\$ _____
<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>															
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT												
0094	NSN: 9540-01-491-3804 SECURITY CLASS: Unclassified																
0094AA	<p><u>FOURTH ORDERING YEAR</u></p> <p>NOUN: BEAM, DECKING, SHORING</p> <p><u>Range Quantities</u></p> <table><tr><td><u>FROM</u></td><td><u>TO</u></td><td><u>UNIT PRICE</u></td></tr><tr><td>200</td><td>19999</td><td>\$</td></tr><tr><td>20000</td><td>39999</td><td>\$</td></tr><tr><td>40000</td><td>77679</td><td>\$</td></tr></table> <p>OFFERORS NEED TO INSERT ONLY RANGE PRICES IN THE SPACES PROVIDED ABOVE FOR THIS AND ALL SUBSEQUENT CLINs. DO NOT COMPLETE THE "UNIT PRICE" AND "AMOUNT" FILL-INS.</p> <p>PLEASE NOTE: THE ORDERING PRICE IS CUMULATIVE TO EACH DELIVERY ORDER PLACED FOR EACH 60 DAY PERIOD.</p> <p>FOR EXAMPLE: IF AN ORDER FOR CLIN 0094AA WAS PLACED FOR 200 ITEMS, THE UNIT PRICE FOR THE RANGE OF 200-19999 WOULD APPLY. IF A SECOND ORDER WAS PLACED IN THE SAME 60 DAY PERIOD FOR CLIN 0094AA FOR A QUANTITY OF 19800, THE UNIT PRICE FOR THE RANGE OF 20000-39999 WOULD APPLY.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	200	19999	\$	20000	39999	\$	40000	77679	\$			\$ _____	\$ _____
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT												
0095	NSN: 9540-01-491-3804 SECURITY CLASS: Unclassified																
0095AA	<u>FIFTH ORDERING YEAR</u> NOUN: BEAM, DECKING, SHORING <div><u>Range Quantities</u><table><tr><td><u>FROM</u></td><td><u>TO</u></td><td><u>UNIT PRICE</u></td></tr><tr><td>200</td><td>19999</td><td>\$</td></tr><tr><td>20000</td><td>39999</td><td>\$</td></tr><tr><td>40000</td><td>77679</td><td>\$</td></tr></table></div> <div>OFFERORS NEED TO INSERT ONLY RANGE PRICES IN THE SPACES PROVIDED ABOVE FOR THIS AND ALL SUBSEQUENT CLINs. DO NOT COMPLETE THE "UNIT PRICE" AND "AMOUNT" FILL-INS.</div> <div>PLEASE NOTE: THE ORDERING PRICE IS CUMULATIVE TO EACH DELIVERY ORDER PLACED FOR EACH 60 DAY PERIOD.</div> <div>FOR EXAMPLE: IF AN ORDER FOR CLIN 0095AA WAS PLACED FOR 200 ITEMS, THE UNIT PRICE FOR THE RANGE OF 200-19999 WOULD APPLY. IF A SECOND ORDER WAS PLACED IN THE SAME 60 DAY PERIOD FOR CLIN 0095AA FOR A QUANTITY OF 19800, THE UNIT PRICE FOR THE RANGE OF 20000-39999 WOULD APPLY.</div> <div>(End of narrative C001)</div> <div><u>Packaging and Marking</u></div> <div><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Origin</div>	<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	200	19999	\$	20000	39999	\$	40000	77679	\$			\$ _____	\$ _____
<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>															
200	19999	\$															
20000	39999	\$															
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A004	<div>DATA ITEM</div> <div>SECURITY CLASS: Unclassified</div> <div>TECHNICAL MANUALS IN ACCORDANCE WITH CONTRACT DATA REQUIREMENTS LIST (DD FORM 1423) A003. (End of narrative B001)</div> <div>Packaging and Marking</div> <div>Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination</div> <div>Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3 DEL REL CD QUANTITY DEL DATE 001 1 SEE DD FORM 1423</div> <div>FOB POINT: Destination</div> <div>SHIP TO: PARCEL POST ADDRESS (Y00003) SEE NARRATIVE ON DD 1423</div>	1	LO	\$ ** NSP **	\$ ** NSP **

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CONTRACT CLAUSES

STATEMENT OF WORK (SOW)

The containers built under this solicitation shall be suitable for repeated use, long term humidity controlled storage and repairable. These containers are intended for the storage, transportation and distribution of dry cargo. These containers are based on commercial designs, manufactured using commercial processes, and are modified for military unique requirements for operation in an extreme environment, under conditions typically found on the battlefield. These containers shall meet the requirements of each of the Purchase Descriptions written specifically for each type of container. The Contractor shall provide all technical, planning and managerial efforts for this procurement to meet the requirements as defined in this contract. The Contractor shall furnish all materials and equipment.

I.1 SCOPE

The contractor shall provide:

I.1.1 TRICON Cargo Container, Types 1 and 2 in accordance with Purchase Description (PD) ATPD 2298A.

I.1.2 QUADCON Cargo Container in accordance with Purchase Description (PD) ATPD 2338.

I.1.3 ISO 20 Foot Cargo Container, Types 1, 2, 3, and 4 in accordance with Purchase Description (PD) ATPD 2339.

I.1.4 ISO DEPMEDS Cargo Container in accordance with Purchase Description (PD) ATPD 2331.

I.1.5 Decking/Shoring Beams (for the TRICON Cargo Container) in accordance with Purchase Description (PD) ATPD 2298A.

I.1.6 Logistics, Publications and Data as further specified below.

I.1.7 Meetings and Reviews

The Contractor shall conduct a Start of Work Meeting at the Contractors facility that will include contract personnel, management, design engineers, development engineers, Integrated Logistics Support personnel, and government representatives No Later Than (NLT) 30 Days After Contract Award. The Contractor shall give the Government at least 14 days advance notice of the time, date, and location of the Start of Work meeting. The preferred method of notification is by email.

The Contractor, in conjunction with the Government, shall develop a detailed agenda NLT five working days prior to the Start of Work meeting. In this meeting, and in accordance with CDRL item A001, the Contractor shall present a program schedule that details with paths and milestones a graphical presentation that defines Contractor performance necessary to meet CDRL requirements as defined in this SOW. The Contractor shall also provide to the Government an internal Points of Contact List of all functional contractor personnel involved in this contract, in accordance with CDRL item A001. This List will be updated as required to maintain accuracy.

I.1.7.1 The Contractor is required to provide formal minutes from all meetings, in accordance with CDRL item A001.

I.2 CONFIGURATION MANAGEMENT REQUIREMENTS

I.2.1 Configuration Control. The Contractor shall be responsible for configuration control throughout the period of this contract. The Contractor shall establish a configuration baseline following testing and acceptance of the First Article Test Report by the Government. The Government reserves the right to review content and verify the accuracy of the Contractor configuration control system at any time during the contract. ANSI/EIA-649-1998, National Consensus Standard for Configuration Management, may be used for guidance.

I.2.2 Configuration Changes / Engineering Change Proposals (ECP)

The Government acknowledges that the Contractor may want to offer to the Government configuration changes during the term of this contact. However, it is important for the Government to assess the impact of any proposed changes to the logistics and technical requirements established for this program. Any changes after FAT must be approved by the Government through the Engineering Change Proposal (ECP) process prior to implementation. Changes shall be formatted and delivered IAW Data Item Description DI-CMAN-80639C Engineering Change Proposal (ECP) CDRL item A002.

I.3 LOGISTICS REQUIREMENTS

I.3.1 Logistics Review. A Logistics Review will be convened at the Contractors facility IAW submitted program schedule NLT 60 Days After Contract Award (DACA). The contractor shall be prepared to present and discuss repair parts information, COTS manuals development and any necessary supplemental data required for logistical support of all containers. Repair parts information shall include Engineering Data for Provisioning (EDFP) or other supporting documentation.

To support the Logistics Review, the Contractor shall provide, at a minimum, facilities and office space, including copying and data

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processing access, as well as end item availability, as necessary.

I.3.2 Logistics Management Information (LMI)

I.3.2.1 Engineering Data for Provisioning (EDFP)

I.3.2.1.1 The contractor shall submit EDFP in accordance with CDRL item A003 for all items identified in the COTS Manuals and Supplemental Data as repairable or replaceable parts. EDFP is technical data used to describe parts and/or equipment. EDFP consists of data such as specifications, standards, drawings, photographs, sketches, descriptions, necessary assembly and general arrangement drawings, schematic drawings, schematic diagrams, and diagrams containing wiring and cabling. These are necessary to indicate the physical characteristics, location and/or function of the item. The EDFP shall provide item identification/descriptions necessary to support Government provisioning and cataloging efforts. Item identification/descriptions shall include at a minimum: item name, original vendor data, CAGE and part number, unit price, source of supply, quantity required, and production lead time.

I.3.2.1.2 Sequencing of EDFP will be by Part Number from a top down breakdown perspective. Each EDFP item will be annotated with CAGE and P/N. All EDFP shall be written in the English language, or have English language translation.

I.3.2.1.3 EDFP shall be marked in such a manner as to identify the proprietary rights (limited or unlimited). The Contractor shall furnish EDFP in the following order of precedence:

- a. Government or industry recognized specification or standards.
- b. Engineering Drawings.
- c. Commercial Catalogs or catalog descriptions.
- d. Sketches or photographs with brief descriptions of dimensional, material, mechanical, electrical or other descriptive characteristics by exception with PCO written approval only.

I.3.2.1.4 EDFP shall be delivered in hard copy form to support Government provisioning and cataloging. Final delivery will be in digital format, compliant with Product Data requirements. All new or revised drawings and associated lists of parts and assemblies shall be prepared and submitted in Adobe Acrobat (PDF) electronic file format. All digital files are to be delivered on ISO 9660 CD-ROM.

I.3.2.2 Long Lead Time Items

The Contractor shall provide a list of Long Lead Time Items in accordance with CDRL item A003. These are items that, because of their complexity of design, complicated manufacturing processes or limited production capacities, may cause extended production or procurement cycles beyond three months, resulting in untimely and inadequate delivery.

I.3.2.3 Expendable and Durable Items

The contractor shall provide a list of expendable and/or durable supplies and materials required for operating and maintaining each specific container, in accordance with CDRL item A003. Expendable and Durable Items shall also be called out in the contractor-delivered manual for each container.

I.3.2.4 LMI Delivery Schedule

Draft LMI data will be available for Government review 60 Days After Contract Award at the Logistics Review. Following is the governments schedule for LMI delivery:

- DACA
- 60 days -- Logistics Review at Contractor's facility
- 120 days -- COTS manuals Validation/Verification
- 140 days -- Contractor submits Final Draft LMI for Government review
- 165 days -- Government accepts Final Draft LMI
- 180 days -- Contractor delivers Final LMI

I.3.3 Technical Publications/Commercial Off-The-Shelf (COTS) Manuals (with Supplemental Data)

I.3.3.1 The contractor shall prepare and deliver COTS manuals with Supplemental Data suitable for government use in accordance with CDRL item A004 for each specific container type. The manuals shall include all necessary information for the use, maintenance and repair of each container, with user safety as a primary consideration. Supplemental data shall include all repair parts information and any information on any special tools required to operate, maintain or repair a specific container. Supplemental data shall provide for repair parts identification sufficient to permit end user parts ordering. Supplemental data shall include replacement parts descriptions such as item name, original vendor data, CAGE and part number, source of supply, and quantity required.

The Contractor is responsible for the accuracy and usability of all information and procedures in the manuals.

Government-style (MIL SPEC) technical manuals typically use the following instructions and terminology: Inspect, Test, Service, Adjust, Align, Calibrate, Remove/Install, Replace, and Repair, which includes Fault Isolation/Troubleshooting, Removal/Installation, Disassembly/Assembly procedures, and Maintenance Actions to identify problems and restore serviceability to an item and all components

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and parts. Government specified manuals also identify maintenance procedures by the level at which they are authorized to be performed; i.e., at operator/organizational level or at direct support/specialized repair activity level. The contractor is not required to use such terminology. However, it may be of considerable value to the end item user if the contractors publications effort considers the incorporation of such terminology.

I.3.3.2 MIL-HDBK 1221, Department of Defense Handbook for Evaluation of Commercial Off-The-Shelf (COTS) Manuals, contains guidance that contractors may find informative for publications development and supplemental data. The Handbook can be viewed and downloaded from the DoD Index of Specifications and Standards, located at: http://stinet.dtic.mil/str/dodiss4_fields.html

I.3.3.3 The Contractor shall notify the Government of any changes to the manuals or any changes to the Parts List or Supplemental Data that affect the manuals in any way, including any and all changes to the configuration resulting from testing, vendor parts, as well as supply and production line changes. The Contractor shall ensure that the manuals accurately reflect and support only the specific container configurations being procured. If changes occur, the Contractor shall incorporate all publications changes and produce a revised manual to be over-packed with future deliveries of each applicable container.

I.3.3.4 Validation/Verification

I.3.3.4.1 The Contractor is required to validate the accuracy and usability of all deliverables. The Contractor shall have and use documented Quality Assurance (QA) processes and inspection in accordance with ANSI/ISO/ASQC Q9001. The Government has the right to review validation records and witness validation processes. The Contractor shall notify the Government of the validation schedule, start date, time, and location of validation 30 days prior to start of validation. This will allow the Government time to attend and observe your processes, if we so choose.

The Government has the right to separately verify all publication deliverables. If there are indications that the contractor has performed incomplete or inadequate QA reviews, the Government may elect to perform additional reviews and return products for rework.

Following is the governments schedule for a concurrent validation/verification of the contractors manuals:

DACA

- 0 days -- Contract Award
- 30 days -- Start of Work Meeting (all personnel)
- 60 days -- Logistics Review at Contractor's facility
- 90 days -- Contractor submits Draft manuals for Government review
- 105 days -- Government provides comments on Draft manuals
- 120 days -- Validation/Verification begins (5 days duration)
- 140 days -- Contractor submits Final Draft manuals for Government review
- 165 days -- Government accepts Final Draft manuals
- 180 days -- Contractor delivers Final manuals

I.3.3.4.2 The Government will review the Draft manuals to determine if the manuals are complete enough to go to verification (if conducted separately from the Contractors validation), or be returned for corrections. If the Draft manuals pass this review, the Government will perform its verification of the manuals. The Government retains the right to conduct its verification by witnessing the Contractor's validation, or to conduct verification concurrently with the contractors validation.

I.3.3.4.3 The Contractor shall provide and support the specified type and quantity of containers, as well as all necessary attachments, required to fully validate and verify all instructions, procedures and parts data in each container manual. This could include multiple containers of a particular type in order to validate/verify certain procedures (such as container coupling). The government intends to verify the specific manual for each of the container types specified in this contract. The containers used during val/ver shall be manufactured at the Contractors expense and can be submitted for acceptance for future deliveries if they fully comply with approved production configurations.

I.3.3.5 The Contractor shall furnish unrestricted copyright releases for all commercial manuals and supplemental data. The Contractor shall ensure that the Government has the right to use, copy and distribute the manuals and electronic data files delivered under this contract both electronically and in hard copy.

I.3.3.6 The Contractor shall correct all errors found in all publication deliverables resulting from Contractor and Government reviews, validation, and verification at no additional cost to the Government. The Contracting Officer (PCO) is designated as the publications approval authority.

I.3.3.7 Deliverables shall be in Adobe Acrobat (PDF) searchable file format, with bookmarks for a table of contents page, first page of each chapter or section, and wherever ease of navigation is facilitated. The PDF file shall be electronically formatted for printing of hard copy. All digital files shall be delivered on CD-ROM.

I.3.3.8 The Contractor is responsible for printing and over-packing one hard copy set of the approved manual(s) with each applicable container. A container shall not be shipped without the approved manual(s).

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I.3.4 In addition to the markings called out in the Support and Ownership Requirements section of each Purchase Description, the Contractor shall mark every delivered container with a Government provided serial number as provided by the Military Surface Deployment and Distribution Command (SDDC) (formerly MTMC - the Military Traffic Management Command). In addition, every delivered containers SDDC serial number shall be recorded on the DD 250(s) for each corresponding delivery order. The Government will provide the Contractor(s) with Points of Contact and instructions on how to secure the serial numbers at the Start of Work Meeting.

*** END OF NARRATIVE I 001 ***

I.4 INSPECTION OF SUPPLIES-FIXED PRICE (AUG 1996) FAR 52.246-2

I.5 RESPONSIBILITY FOR SUPPLIES (APR 1984) FAR 52.246-16

I.6 CONTRACT QUALITY REQUIREMENTS

Your inspection system shall conform to the edition of ISO 9002 in effect on the date the solicitation was released. You may use an equivalent inspection system provided that it has been reviewed and approved by the Government.

I.7 CONTRACTOR FIRST ARTICLE INSPECTION AND TESTING OF CONTAINERS

The Contractor shall perform First Article Testing in accordance with paragraph I.8 First Article Approval-Contractor Testing. First Article testing requirements shall consist of the following inspections and tests on the containers addressed in the four Purchase Descriptions covered under this procurement:

TRICON I and II Type I and Type II Tricon containers shall be inspected and tested in accordance with First article inspection of Performance Purchase Description ATPD 2298A. Two separate First Article Tests are required, one for each type with the exception of Tiedown testing and Corrosion testing. These two tests may be performed once each if the configuration, manufacturing processes, and materials are identical for both the Type I and Type II containers with respect to tiedowns and corrosion resistance. If not, a separate test shall be performed for each different Type that has the unique configuration, manufacturing processes, or materials.

QUADCON Quadcon containers shall be inspected and tested in accordance with First article inspection of Performance Purchase Description ATPD 2338.

20 ft ISO Each different Type 1 through Type 4, 20 foot ISO cargo container shall be inspected and tested in accordance with First article inspection of Performance Purchase Description ATPD 2339. Four separate First Article Tests are required, one for each type with the exception of Tiedown testing, Wood floor testing and Corrosion testing. These three tests may be performed, once each, if the configuration, manufacturing processes, and materials are identical for all the Types 1-4 containers, with respect to tiedowns, floor and corrosion resistance. If not, a separate test shall be performed for each different Type that has the unique configuration, manufacturing processes, or materials.

ISO DEPMEDS One ISO Depmeds container shall be inspected and tested in accordance with First article inspection of Performance Purchase Description ATPD 2331.

Government representatives shall be permitted to witness the examination and performance of all contractor inspections and tests. The contractor shall correct any deficiency detected by the contractor's representatives or Government representatives during the inspection prior to delivery of the containers. The contractor shall correct all deficiencies detected as a result of this inspection at no increase to the contract price. The requirement for the contractor to correct the deficiencies shall not excuse the contractor from meeting the required delivery schedule.

I.8 First Article Approval -- Contractor Testing (Sep 1989)

(a) The Contractor shall test Items 0011AA (3 units), 0021AA (3 units), 0031AA (4 units), 0041AA (1 unit), 0051AA (1 unit), 0061AA (1 unit), 0071AA (1 unit), and 0081AA (1 unit) as specified in this contract and applicable PDs. At least 30 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within 90 calendar days from the date of this contract to bodeepd@tacom.army.mil marked "First Article Test Report: Contract No. _____, Lot/Item No. _____" Within 30 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests.

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After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for

- (1) progress payments, or
- (2) termination settlements if the contract is terminated for the convenience of the Government.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror/contractor and have been accepted by the Government. The offeror/contractor may request a waiver.

(i) The Contractor shall produce both the first article and the production quantity at the same facility.

(End of Clause)

I.9 PROVISION FOR WAIVER OF REQUIRED FIRST ARTICLE APPROVAL

(a) The requirement entitled FIRST ARTICLE APPROVAL above, may be waived by the Government, provided that offeror meets these following conditions:

(1) Offeror must submit a request for waiver as part of his response to this solicitation. The request for waiver should be accompanied by documentation in support of the request, such as a copy of an ACO's letter approving a First Article Test Report on a recent contract for the item, or a copy of a First Article Test Report for the same or a similar item as that herein solicited, which item has been tested and approved under the same or substantially similar specifications as those herein referenced. The contractor's containers must be certified by the International Convention for Safe Containers (CSC). If a copy of a First Article Test Report is submitted in support of a request for waiver under this solicitation, the Test Report must have been approved and signed by an authorized representative of the Government.

(2) Offeror must indicate in the spaces below the contract numbers under which the same or similar items as those herein solicited have been provided to and accepted by the Government.

(b) Note that if a waiver is granted to the successful offeror, an accelerated delivery schedule will apply.

I.10 TEST REPORTS.

The contractor will complete an Inspection Report for all conformance testing which documents the inspections and tests conducted by the contractor on the containers in accordance with clause I.7. The contractor shall include in the test report a detailed description of the conformance inspection performed, deficiencies encountered, and action taken to correct the deficiencies. All conformance inspections (examinations and tests) shall be individually addressed, and positive statements assuring compliance to each shall be furnished. Numerical values, specific components, or test data shall be included when applicable as evidence of conformance.

The test report is for the purpose of documenting the results of the contractor's First Article inspection, as well as to provide documentation of all corrective actions required to bring the containers in compliance with specification requirements.

I.11 GOVERNMENT INSPECTION NOTIFICATION

a. Provide 30 days advance notice to the following offices when the contractor's First Article Test container will be available for the contractor's inspections and tests. The notification will include a draft agenda listing the inspections and tests, approximate duration, date of performance, and location.

1. Commander, U.S. Army Tank-automotive and Armaments Command, ATTN: AMSTA-AQ-ADBx, Warren, MI 48397-5000.
2. Commander, U.S. Army Tank-automotive and Armaments Command, ATTN: AMSTA-LC-CJAP, Warren, MI 48397-5000.
3. Commander, U.S. Army Tank-automotive and Armaments Command, ATTN: AMSTA-TR-E-ELE/21, Warren, MI 48397-5000.
4. Defense Contract Management Command (DCMC-QAR).

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I.12 NON-ACCEPTANCE

In the event that the scheduled contract data requirements identified as ELINS A001, A003 and A004 are not delivered in the quantities, within the time frames specified or fail to meet the requirements of the specifications cited in the contract, the Procuring Contracting Officer shall have the option to refuse to inspect and accept any hardware items at no cost to the Government until all the deficiencies have been corrected by the Contractor and approved by the Government. Any associated delay shall not excuse the contractor from meeting the required delivery schedule.

I.13 WELDER CERTIFICATION/WELDING PROCEDURES/AND INSPECTION

All welders performing work on this contract must be qualified, tested and certified to one of the following codes or an equivalent welding test standard:

- a. Structural Welding Code-Steel, American Welding Society, AWS D1.1. or Structural Welding Code-Sheet Steel, American Welding Society, AWS D1.3 for steel weldments and Structural Welding Code-Aluminum, American Welding Society, AWS D1.2 for aluminum weldments.
- b. Welding Qualifications of the American Society of Mechanical Engineering, ASME, Section IX.

All welding shall also be performed in accordance with written procedures as defined by one of the above codes. The Government may require the recertification of welders if a problem with weld quality or certification data exists. Records of welder certifications shall be available for Government review and maintained for a period of four years after contract completion. All welds shall be inspected and tested in accordance with the criteria for workmanship and welding quality as stated in one of the above codes. Copies of written welding procedures and drawings specifying welding shall be available at the work station for operator reference and inspection. All welding performed shall be specified by welding symbols on drawings.

I.14 SPECIAL TESTING REQUIREMENTS FOR CHEMICAL AGENT RESISTANT COATING (CARC) ON METALLIC SURFACES (52.211-4030 TACOM - JANUARY 2003):

- a) Application: MIL-C-46168
MIL-C-53039
MIL-DTL-64159

(b) End-Item Paint Inspection: After the complete paint finish has been applied and cured* (See *Note, below), the Contractor shall test and inspect two units per lot for (i) workmanship, (ii) total paint film thickness, and (iii) paint adhesion. Unless otherwise agreed to between the Contractor and the cognizant Government quality assurance representative, a lot shall be defined as all units submitted for final Government acceptance at one time. The use of test panels in lieu of actual production units is prohibited. At final inspection, the cumulative total paint film thickness of pretreatment, primer, and topcoat shall at a minimum conform to the sum of the minimum thicknesses for individual elements of the paint finish as specified in Table I herein. Sufficient locations shall be spot-checked to ensure proper workmanship and paint thickness uniformity. The size and configuration of the unit as well as the number of vendors responsible for the paint finish of component parts shall be taken into consideration in determining the number of locations to be checked. The specific number of test locations shall be agreed to by the cognizant Government quality assurance representative in advance. In addition, two locations on each sample unit shall be selected to conduct the scribe tape test. The test locations shall be routinely varied among the following:

1. Directly adjacent to a weld
2. On or directly adjacent to a machine cut or sheared edge.
3. On any mechanically formed surface when lubricants/drawing compounds were used.
4. On paint touch-up areas.

(c) The precise location for each scribe tape test shall be in an inconspicuous location that has been accepted by the cognizant Government quality assurance representative before the test is conducted.

(d) Upon completion of the scribe tape test, the scribe marks shall be feathered into the adjacent area and touched up with the required top coat so that the tested area again conforms to the applicable minimum specified in Table I herein.

*Note: The complete paint finish is defined as the pretreatment, primer, and topcoat applied to the substrate. Curing of the complete paint finish is dependent upon temperature, humidity, and paint film thickness. The time necessary to achieve sufficient adhesion to pass the scribe tape test must be determined by each facility. For purposes of this test, curing at ambient temperature will take from 24 to 168 hours.

(e) Test Methods:

1. Film Thickness. Film thickness shall be verified with a nondestructive film gage. The gage shall be suitable for measurements over the applicable substrate material and shall have sufficient accuracy to ensure compliance to the thickness

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limitations. The gage shall be capable of being calibrated. If no other calibration specification or requirement is identified elsewhere in this contract, then the gage shall be calibrated in accordance with ISO 10012.

2. Scribe Tape Test. The following test procedure shall be followed. The test surface shall be sufficiently warm and dry to ensure adhesion of the tape. All dimensions cited in this Scribe Tape Test description are approximate:

(a) Scribe four one-inch lines completely through the paint finish to the substrate, one sixteenth to three thirty-seconds of an inch apart.

(b) Scribe four additional one-inch lines, completely through the paint finish, one sixteenth to three thirty-seconds of an inch apart, rotated 90 degrees with respect to the first set of lines. The resulting pattern shall contain nine squares.

(c) Press a length of A-A-1830, A-A-884, or any commercially available tape with a minimum adhesion rating of 45 oz. per inch of width firmly over the scribed pattern, rubbing out all air pockets.

(d) Wait 10 seconds, minimum. Grasp a free end of the tape and at a rapid speed strip it from the paint surface by pulling the tape back upon itself at 180 degrees.

(f) Interpretation of Test Results

1. Film Thickness. All applicable surfaces shall have complete paint coverage. A minimum of 75% of the applicable surfaces of each test unit shall meet the minimum, cumulative dry film thickness requirements. Failure of either test unit shall result in rejection of the production lot that it represents.

2. Scribe Tape Test (Adhesion). The removal of two or more complete squares of top coat, or top coat-primer-pretreatment coating, from either test unit constitutes test failure and the production lot from which it comes is rejected. Removal of overspray does not constitute test failure.

COATING THICKNESS (Table I)

SPECIFICATION	DRY FILM THICKNESS (Mils)
DOD-P-15328	0.3 - 0.5
MIL-P-23377	1.0 - 1.5
MIL-P-52192	1.0 - 1.5
MIL-P-53022	1.0 - 1.5
MIL-P-53030	1.0 - 1.5
MIL-C-46168	1.8 minimum
MIL-C-53039	1.8 minimum
MIL-P-64159	1.8 minimum

Notice: The scribe tape test is designed to detect any deficiency in the paint application process that would affect the durability of the CARC finish. Typical causes of failure are:

- (1) Inadequate cleaning of the substrate.
- (2) Contamination of the surface between coatings.
- (3) Excessive paint film thickness in a single coating application.
- (4) Application of a coating over a previous coating which has not been adequately cured.

It is strongly recommended that the Contractor implement rigid in-process controls in conjunction with the best industrial painting practices to ensure that the performance requirements specified in this clause are met.

*** END OF NARRATIVE I 002 ***

I.15 NEW MATERIAL

(a) We will accept only new material. The contractor shall provide supplies that are new, as defined in this clause.

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(b) Definitions:

(1) "New" means composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; provided that the supplies meet contract requirements, including but not limited to, performance, reliability, and life expectancy.

(2) "Reconditioned" means restored to the original normal operating condition by readjustments and material replacement.

(3) "Recovered material" means waste materials and by-products that have been recovered or diverted from solid waste including post-consumer material, but such term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(4) "Remanufactured" means factory rebuilt to original specifications.

(5) "Virgin material" means previously unused raw material, including previously unused copper, aluminum, lead, zinc, iron, other metal or metal ore, or any undeveloped resource that is, or with new technology will become, a source of raw materials

(6) "Residual Inventory" means inventory from a transferred or terminated Government or commercial contract.

(c) Used, reconditioned, remanufactured supplies, unused former Government surplus property, or residual inventory shall not be used.

[End of Clause]

I.16 STOP-WORK ORDER

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the DEFAULT, or the TERMINATION FOR CONVENIENCE OF THE GOVERNMENT, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause)

I.17 Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

*** END OF NARRATIVE I 004 ***

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text.

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Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Clause]

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN/1999
2	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
3	52.232-16	PROGRESS PAYMENTS	APR/2003
4	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
5	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
6	52.242-10	F.O.B. ORIGIN--GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
7	52.246-2	INSPECTION OF SUPPLIES--FIXED PRICE	AUG/1996
8	52.247-1	COMMERCIAL BILL OF LADING NOTATIONS the notation set forth in paragraph (a) of the clause applies in this contract.` The agency name in line one of the notation shall read:US ARMY TANK-AUTOMOTIVE & ARMAMENTS COMMAND	APR/1984
9	52.247-29	F.O.B. ORIGIN	JUN/1988
10	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
11	52.247-59	F.O.B. ORIGIN - CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
12	52.248-1	VALUE ENGINEERING	FEB/2000
13	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
14	252.225-7013	DUTY-FREE ENTRY	JAN/2004
15	252.232-7004	DOD PROGRESS PAYMENT RATES	OCT/2001
16	252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	DEC/1991
17	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
18	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS	OCT/2003

(a) The Contractor shall comply with the following FAR clause, which is incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

52.233-3, Protest after Award (31 U.S.C 3553).

(b) The Contractor shall comply with the (following, checked) FAR clauses in this paragraph (b), which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- ____(2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).
- ____(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer)
- ____(4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- ____ (ii) Alternate I to 52.219-5.
- ____ (iii) Alternate II to 52.219-5.
- (5)(i)52.219-6, Notice of Total Small Business Aside (June 2003)(15 U.S.C.644)
- (ii) Alternate I (Oct 1995) of 52.219-6.
- (6)(i) 52.219-7, Notice of Partial Small Business Set Aside (June 2003)(15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-7.
- X (7) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).
- X (8) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4))
- (ii) Alternate I of 52.219-9.
- (iii) Alternate II of 52.219-9.
- ____(9) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- ____(10) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ____ (ii) Alternate I of 52.219-23.
- X (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- X (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10

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U.S.C. 2323).

(13) 52.222-3, Convict Labor (E.O. 11755)

X (14) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (E.O.13126)

X (15) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)

X (16) 52.222-26, Equal Opportunity (E.O. 11246)

X (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).

X (18) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

X (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).

___ (20) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii).
(ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

___ (21) 52.225-1, Buy American Act--Supplies (41 U.S.C. 10a-10d).

(22)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--(41U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note)

___ (ii) Alternate I of 52.225-3.

___ (iii) Alternate II of 52.225-3.

_ _ (23) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (24) 52.225-13, Restrictions on Certain Foreign Purchases (E.O.'s, proclamations, and statutes administered by the Office of Foreign assets Control of the Dept. of the Treasury).

___ (25) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

___ (26) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).

(27) 52.232-29, Terms for Financing of Purchases of Commercial Items (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(28) 52.232-30, Installment Payments for Commercial Items(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (29) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).

___ (30) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).

___ (31) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

___ (32) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

___ (33) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241 & 10 U.S.C. 2631).
(ii) Alternate I of 52.247-64.

(c) The Contractor shall comply with the (following, checked) FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

___(1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

___(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___(3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___(4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___(5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph, in a subcontract for commercial items or commercial components. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

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(i) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (E.O. 11246);

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212);

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);

(v) 52.222-41, Service Contract Act of 1965, As Amended, flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

19	52.216-18	ORDERING
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OCT/1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through five years from the date of contract award.

(b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered issued when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

20 52.216-19 ORDER LIMITATIONS

OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 1 each (combination of all items), the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of:

11,502 each - CLIN 0011-0015

5,751 each - CLIN 0021-0025

5,751 each - CLIN 0031-0035

1,134 each - CLIN 0041-0045

1,134 each - CLIN 0051-0055

1,134 each - CLIN 0061-0065

1,134 each - CLIN 0071-0075

108 each - CLIN 0081-0085

77,679 each - CLIN 0091-0095

(2) Any order for a combination of items in excess of:

11,502 each - CLIN 0011-0015

5,751 each - CLIN 0021-0025

5,751 each - CLIN 0031-0035

1,134 each - CLIN 0041-0045

1,134 each - CLIN 0051-0055

1,134 each - CLIN 0061-0065

1,134 each - CLIN 0071-0075

108 each - CLIN 0081-0085

77,679 each - CLIN 0091-0095; or

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(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the REQUIREMENTS clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

21	52.216-22	INDEFINITE QUANTITY	OCT/1995
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(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ORDERING clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the minimum.

(c) Except for any limitations on quantities in the ORDER LIMITATIONS clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed by the Contractor within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after Six and one half (6 1/2) years after Contract Award.

[End of Clause]

22	252.211-7003	ITEM IDENTIFICATION AND VALUATION	JAN/2004
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(a) Definitions. As used in this clause--

"Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

"Commonly accepted commercial marks" means any system of marking products for identification that is in use generally throughout commercial industry or within commercial industry sectors. Some examples of commonly accepted commercial marks are: EAN.UCC Global Trade Item Number; Automotive Industry Action Group B-4 Parts Identification and Tracking Application Standard, and B-2 Vehicle Identification Number Bar Code Label Standard; American Trucking Association Vehicle Maintenance Reporting Standards; Electronic Industries Alliance EIA 802 Product Marking Standard; and Telecommunications Manufacturers Common Language Equipment Identification Code.

"Concatenated unique item identifier" means-- (1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or (2) For items that are serialized within the original part number, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, original part number, and serial number within the part number.

"Data qualifier" means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

"DoD recognized unique identification equivalent" means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <http://www.acq.osd.mil/uid> .

"DoD unique item identification" means marking an item with a unique item identifier that has machine-readable data elements to distinguish it from all other like and unlike items. In addition-- (1) For items that are serialized within the enterprise identifier, the unique identifier shall include the data elements of issuing agency code, enterprise identifier, and a unique serial number. (2) For items that are serialized within the part number within the enterprise identifier, the unique identifier shall include the data elements of issuing agency code, enterprise identifier, the original part number, and the serial number. Enterprise means the entity (i.e., a

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manufacturer or vendor) responsible for assigning unique item identifiers to items.

"Enterprise identifier" means a code that is uniquely assigned to an enterprise by a registration (or controlling) authority.

"Government's unit acquisition cost" means-- (1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery; and (2) For cost-type line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government for each item at the time of delivery.

"Issuing agency code" means a code that designates the registration (or controlling) authority.

"Item" means a single hardware article or unit formed by a grouping of subassemblies, components, or constituent parts required to be delivered in accordance with the terms and conditions of this contract.

"Machine-readable" means an automatic information technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

"Original part number" means a combination of numbers or letters assigned by the enterprise at asset creation to a class of items with the same form, fit, function, and interface.

"Registration (or controlling) authority" means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC)/EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).

"Serial number within the enterprise identifier or unique serial number" means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

"Serial number within the part number or serial number" means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part number assignment.

"Serialization within the enterprise identifier" means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

"Serialization within the part number" means each item of a particular part number is assigned a unique serial number within that part number assignment. The enterprise is responsible for ensuring unique serialization within the part number within the enterprise identifier.

"Unique item identification" means marking an item with machine-readable data elements to distinguish it from all other like and unlike items.

"Unique item identifier" means a set of data marked on items that is globally unique, unambiguous, and robust enough to ensure data information quality throughout life and to support multi-faceted business applications and users.

"Unique item identifier type" means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/uid_.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identification.

- (1) The Contractor shall provide DoD unique item identification, or a DoD recognized unique identification equivalent, for--
 - (i) All items for which the Government's unit acquisition cost is \$5,000 or more; and
 - (ii) The following items for which the Government's unit acquisition cost is less than \$5,000:

Contract Line, Subline, or Exhibit Line Item Number: TBD

Item Description: TBD

(iii) Subassemblies, components, and parts embedded within items as specified in Exhibit Number TBD or Contract Data Requirements List Item Number TBD.

(2) The unique item identifier and the component data elements of the unique item identifier shall not change over the life of the item.

(3) Data syntax and semantics. The Contractor shall--

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(i) Mark the encoded data elements (except issuing agency code) on the item using any of the following three types of data qualifiers, as specified elsewhere in the contract:

- (A) Data Identifiers (DIs) (Format 06).
- (B) Application Identifiers (AIs) (Format 05), in accordance with ISO/IEC International Standard 15418, Information Technology-- EAN/UCC Application Identifiers and ASC MH 10 Data Identifiers and ASC MH 10 Data Identifiers and Maintenance.
- (C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution ``DD'' format for use until the final solution is approved by ISO JTC1/SC 31. The DoD collaborative solution is described in Appendix D of the DoD Guide to Uniquely Identifying Items, available at <http://www.acq.osd.mil/uid> ; and
- (ii) Use high capacity automatic identification devices in unique identification that conform to ISO/IEC International Standard 15434, Information Technology--Syntax for High Capacity Automatic Data Capture Media.

- (4) Marking items.
 - (i) Unless otherwise specified in the contract, data elements for unique identification (enterprise identifier, serial number, and, for serialization within the part number only, original part number) shall be placed on items requiring marking by paragraph (c)(1) of this clause in accordance with the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.
 - (ii) The issuing agency code--
 - (A) Shall not be placed on the item; and
 - (B) Shall be derived from the data qualifier for the enterprise identifier.

(d) Commonly accepted commercial marks. The Contractor shall provide commonly accepted commercial marks for items that are not required to have unique identification under paragraph (c) of this clause.

(e) Material Inspection and Receiving Report. The Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Description.*
- (2) Unique identifier**, consisting of--
 - (i) Concatenated DoD unique item identifier; or
 - (ii) DoD recognized unique identification equivalent.
- (3) Unique item identifier type.**
- (4) Issuing agency code (if DoD unique item identifier is used).**
- (5) Enterprise identifier (if DoD unique item identifier is used).**
- (6) Original part number.**
- (7) Serial number.**
- (8) Quantity shipped.*
- (9) Unit of measure.*
- (10) Government's unit acquisition cost.*
- (11) Ship-to code.
- (12) Shipment date.
- (13) Contractor's CAGE code or DUNS number.
- (14) Contract number.
- (15) Contract line, subline, or exhibit line item number.*
- (16) Acceptance code.

* Once per contract line, subline, or exhibit line item.
 ** Once per item.

(f) Material Inspection and Receiving Report for embedded subassemblies, components, and parts requiring unique item identification. The Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Unique item identifier of the item delivered under a contract line, subline, or exhibit line item that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part, consisting of--
 - (i) Concatenated DoD unique item identifier; or
 - (ii) DoD recognized unique identification equivalent.
- (3) Unique item identifier type.**
- (4) Issuing agency code (if DoD unique item identifier is used).**
- (5) Enterprise identifier (if DoD unique item identifier is used).**
- (6) Original part number.**
- (7) Serial number.**
- (8) Unit of measure.
- (9) Description.

** Once per item.

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(g) The Contractor shall submit the information required by paragraphs (e) and (f) of this clause in accordance with the procedures at <http://www.acq.osd.mil.uid>

(h) Subcontracts. If paragraph (c)(1)(iii) of this clause applies, the Contractor shall include this clause, including this paragraph (h), in all subcontracts issued under this contract.

(End of clause)

23	252.212-7001	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS	OCT/2003
(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components. (X) 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207)			
(b) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law of Executive orders applicable to acquisitions of commercial items or components.			
<input type="checkbox"/> X	252.205-7000	Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416).	
<input type="checkbox"/> X	252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637).	
<input type="checkbox"/>	252.219-7004	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program)(15 U.S.C. 637 note).	
<input type="checkbox"/>	252.225-7001	Buy American Act and Balance of Payments Program (41 U.S.C. 10a-10d, E.O. 10582).	
<input type="checkbox"/> X	252.225-7012	Preference for Certain Domestic Commodities.	
<input type="checkbox"/> X	252.225-7014	Preference for Domestic Specialty Metals (10 U.S.C. 2533a).	
<input type="checkbox"/>	252.225-7015	Restriction on Acquisition of Hand or Measuring Tools (10 U.S.C. 2533a).	
<input type="checkbox"/> 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings. (<input type="checkbox"/> Alternate I)(10 U.S.C. 2534 and Sect. 8099 of Pub.L. 104-61 and similar sections in subsequent DoD app. acts).			
<input type="checkbox"/> X	252.225-7021	Trade Agreements (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).	
<input type="checkbox"/>	252.225-7027	Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C. 2779).	
<input type="checkbox"/>	252.225-7028	Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755).	
<input type="checkbox"/> 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (<input type="checkbox"/> Alternate I)(41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).			
<input type="checkbox"/>	252.225-7038	Restriction on Acquisition of Air Circuit Breakers (10 U.S.C. 2534(a)(3)).	
<input type="checkbox"/> X 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises and Native Hawaiian Small Business Concerns Section 8021 of Pub.L. 107-248).			
<input type="checkbox"/>	252.227-7015	Technical Data--Commercial Items (10 U.S.C. 2320).	
<input type="checkbox"/> x	252.227-7037	Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321).	
<input type="checkbox"/> X	252.232-7003	Electronic Submission of Payment Requests (10 U.S.C. 2227).	
<input type="checkbox"/> X	252.243-7002	Requests for Equitable Adjustment (10 U.S.C. 2410).	
<input type="checkbox"/> 252.247-7023 Transportation of Supplies by Sea (10U.S.C. 2631) (<input type="checkbox"/> Alternate I) (<input type="checkbox"/> Alternate II) (<input type="checkbox"/> Alternate III)(10 U.S.C. 2631)			

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_____252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause (FAR 52.212-5) of this contract, the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

- 252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2533a).
- 252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631)
- 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(End of clause)

24 52.242-4457 DELIVERY SCHEDULE FOR DELIVERY ORDERS OCT/2002
(TACOM)

(a) The first delivery order awarded will be for the First Article Test (FAT) items. Reference clauses in Section I. The delivery date for the FAT report on these items is 90 days after date of contract award.

(b) Unless we specify a different delivery schedule in an individual delivery order, the following delivery schedule applies to subsequent delivery orders under this contract:

(1) Start deliveries 90 days after FAT approval. Subsequent delivery orders will start 90 days after the delivery order date. Continue delivering every thirty days, if necessary, until all items are delivered.

(i) You will deliver a minimum the following units every 30 days:

<u>CLIN</u>	<u>QUANTITY</u>
0011 - 0015	42 each
0021 - 0025	21 each
0031 - 0035	20 each
0041 - 0045	4 each
0051 - 0055	4 each
0061 - 0065	4 each
0071 - 0075	4 each
0081 - 0085	1 each
0091 - 0095	288 each

(ii) You will deliver a maximum of the following untis every 30 days:

<u>CLIN</u>	<u>QUANTITY</u>
0011 - 0015	958 each
0021 - 0025	480 each
0031 - 0035	480 each
0041 - 0045	95 each
0051 - 0055	95 each
0061 - 0065	95 each
0071 - 0075	95 each
0081 - 0085	30 each
0091 - 0095	6,470 each

(iii) You can deliver more than the maximum number of units every thirty days: At no additional cost to the Government.

(2) Delivery is defined as follows:

(i) FOB Origin - Contractor is required to deliver its shipment as provided in FAR 52.247-29(a)(1)-(4) by the time specified in the individual delivery order.

(ii) FOB Destination - Contractor is required to deliver its shipment as provided in FAR 52.247-34(a)(1)-(2) by the time specified in the individual delivery order. The contractor must take into consideration the length of time necessary to deliver its shipment to the destination designated in the delivery order, to ensure that the item reaches its destination by the time reflected in

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the delivery order.

(3) Proposing an accelerated delivery schedule will not prejudice your offer. However, if you propose a delivery schedule longer than the schedule listed above, or a maximum quantity less than what is requested in Paragraph (a)(1)(ii) above, your offer may be determined unacceptable for award.

(c) CONTRACTOR'S PROPOSED SCHEDULE:

(1) I WILL START DELIVERIES _____ DAYS AFTER THE AWARD DATE; OR, IF APPLICABLE, _____ DAYS AFTER AWARD IF FIRST ARTICLE TEST IS WAIVED. DELIVERIES ON SUBSEQUENT DELIVERY ORDERS WILL START _____ DAYS AFTER DELIVERY ORDER AWARD DATE.

(2) I WILL DELIVER A QUANTITY OF _____ UNITS EVERY 30 DAYS, BUT I HAVE THE CAPABILITY TO DELIVER UP TO A MAXIMUM OF _____ UNITS EVERY 30 DAYS.

[End of Clause]

25 52.211-16 VARIATION IN QUANTITY APR/1984

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

ZERO percent increase; and
ZERO percent decrease.

This increase or decrease shall apply to THE TOTAL CONTRACTUAL QUANTITY.

(End of clause)

26 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS FEB/2002

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights --

(1) Within a reasonable time after the defect was discovered or should have been discovered; and
(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;

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- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

- (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
- (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.
- (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and OMB prompt payment regulations at 5 CFR part 1315. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.

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- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(End of Clause)

27 52.223-11 OZONE-DEPLETING SUBSTANCES MAY/2001

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) _____ * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

*The Contractor shall insert the name of the substance(s).

[End of Clause]

28 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION NOV/2001

(a) Definitions. As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

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(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

[End of Clause]

29 252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT MAR/2003

(a) At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

(b) Contractor submission of the material inspection and receiving information required by Appendix F of the Defense FAR Supplement by using the Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA) electronic form (see paragraph (b)(1) of the clause at 252.232-7003) fulfills the requirement for a material inspection and receiving report (DD Form 250).

(End of clause)

30 52.204-4005 REQUIRED USE OF ELECTRONIC CONTRACTING DEC/2002
(TACOM)

(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr.gov/>. (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: http://contracting.tacom.army.mil/awards_official.htm
Rock Island: <http://aais.ria.army.mil/AAIS/AWDINFO/index.htm>
Picatinny: <http://procnet.pica.army.mil/Contracts/Index.htm>
Red River Army Depot: <http://www.redriver.army.mil/contracting/Awards>
Anniston Army Depot: <http://www.anadprocnet.army.mil>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/ec/ecip/index.htm>. If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Acceptable formats include:

(1) Microsoft* 97 Office Products (TACOM can currently read OFFICE 97* and lower.): Word, Excel, Powerpoint, or Access

(2) 100 OR 250 MEGABYTE ZIP*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM

(3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).

(4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer

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identified on the face of the contract, with e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

(f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059.

[End of Clause]

31 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION JUN/1999
(TACOM)

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

32 52.211-4016 CARC PAINT-PRETREATMENT REQUIREMENTS FOR FERROUS, GALVANIZED AND AUG/2003
ALUMINUM SURFACES

(a) Ferrous and galvanized surfaces shall be cleaned and pretreated with a Type 1 microcrystalline zinc phosphate system per TT-C-490E. Alternate pretreatment systems for ferrous substances must meet the performance tests specified in paragraphs 3.5.7, 3.5.8, 4.2.7, and 4.2.8 of TT-C-490E. Corrosion resistance tests will be conducted on a monthly basis (two test coupons) after the process has been found to be in compliance with the (pretreatment chemicals) manufacturers instructions. Process control tests for this or alternative systems must ensure that the process remains in control and must be documented per ISO 9000 series and approved by TACOM. Testing (corrosion resistance and adhesion) must be performed on the same substrate and the same thickness of primer minus topcoat used in production. Unless otherwise specified, MIL-P-53022 and -53030 primers shall be salt spray tested for 336 hours (ASTM B117). All electrocoat primers shall be tested for 1000 hours. Test coupons shall be scraped at a 30 degree contact angle (approximate), with a one inch (approximate) metal blade such as a putty knife, between 24 and 168 hours after removal from the neutral salt spray cabinet for coupon evaluation. Any TT-C-490E (Type I) inorganic crystalline pretreatment is limited to a maximum build equivalent of 500 mg per square foot to minimize chipping of the CARC system. All TT-C-490E (Type I) zinc phosphate pretreatment systems must be documented per ISO 9000 series and approved by the procuring activity prior to use. The procedure containing all the elements specified in paragraph 3.2 of TT-C-490E shall be submitted to the procuring activity no less than 45 days prior to start of work. Qualification will consist of verification that the process with its controls can meet the performance requirements in the specification. The performance of zinc phosphate or any proposed alternate pretreatment system must be demonstrated and approved by the procuring activity. Prior to production, a Letter of Approval shall be provided by the Contracting Officer. Requalification of the process shall be required if the process is changed outside the limits defined in the TACOM letter of system acceptance (Letter of Approval) provided to the application facility.

Note: Zinc phosphate systems for galvanized surfaces require separate qualification. Hot dipped galvanized surfaces are highly prone to chlorine/chloride contamination from the galvanizing flux process. This contaminant must be removed prior to pretreatment for the coating system to pass these performance tests. Due to the wide variation in zinc thickness with the hot dip galvanizing process, the dry film thickness of the primer will be verified with a Tooke gage or equivalent for the purpose of production and process control. Primer test coupons shall represent both the minimum and maximum nominal dry film thickness. The test coupons must duplicate the production painting process as closely as possible.

(b) Qualification of pretreatment systems for zinc galvanized substrates shall be performed using Accelerated Corrosion Test protocol contained in GM 9540P, Method B, rather than salt spray. Test coupons with pretreatment and primer only shall be cured for

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seven days, and then scribed through the primer to the substrate. After 40 cycles of test exposure, the test coupons shall be scraped at a 30 degree contact angle (approximate), with a one inch (approximate) metal blade such as a putty knife, both parallel and perpendicular to the scribe between 24 and 168 hours after removal from the cyclic salt spray chamber for coupon evaluation. There shall be no more than 3 mm of red rust creep, blistering, or loss of paint adhesion from the scribe line and no more than 5 blisters in the field with none greater than 1 mm diameter. This test shall be performed at two month intervals (two test coupons) to ensure that the process remains in control.

(c) Aluminum substrates require a chromate conversion coating per MIL-C-5541E (or alternate, see note below), after appropriate cleaning per TT-C-490E. If any other alternate pretreatment is considered, it must pass 120 cycles of GM9540P, as a scribed Q-panel when coated with the production primer. After completion of the cyclic salt environment exposure, the panels shall be scraped as described above, and shall have no more than 0.5 mm paint loss (creep-back) from the scribe. In addition, there shall be no more than 5 blisters in the field with none larger than 1mm diameter. After completion of the 120 cycle corrosion resistance test evaluation, each test panel will be subjected to cross hatch tape test (ASTM D3359, minimum tape adhesion rating of 45 oz. per inch of width). The test pattern shall be 4 lines x 4 lines scribed to the metallic layer at 2mm intervals (approximate) and shall be done no closer than 12 mm from any panel edge or the scribe. Multiple head cutters may be used. The removal of two or more complete squares of primer shall constitute failure. Any alternate system must demonstrate its ability to pass both corrosion and adhesion tests on 5 consecutive days of production to be considered acceptable. All process steps shall be documented IAW ISO 9000 series standards and approved by the procuring activity.

Note: The only alternative products which have demonstrated their ability to meet these requirements for 5000 and 6000 series aluminum alloys are Alodine 5200 and Alodine 5700.

(d) The use of TT-C-490E Type III: Vinyl Wash Primer (DOD-P-15328) is prohibited due to its hexavalent chromium content and high VOC level. The Army is committed to minimizing the use of HAPs and hazardous materials.

[End of Clause]

33	52.246-4005 (TACOM)	INSPECTION AND ACCEPTANCE POINTS: ORIGIN	FEB/1995
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The Government's inspection and acceptance of the supplies offered under this order shall take place at ORIGIN. Offeror must specify below the exact name and address of his facility, or his subcontractor's facility, where supplies to be furnished under this order will be available for origin inspection

Contractor's Plant: _____
(Name and Address)

Subcontractor's Plant: _____
(Name and Address)

[End of Clause]

34	52.246-4010 (TACOM)	DEPOT ADDRESS FOR THE APPLICABLE MODE OF SHIPMENT: IN-THE-CLEAR ADDRESSES	JAN/2001
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Rail/ Motor SPLC*	MILSTRIP Address Code	Rail Ship To:	Motor Ship To:	Parcel Post Mail To:
206721/ 209405	W25G1U	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA 17070-5001
875670/ 875675	W62G2T	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Transportation Officer Dist Depot San Joaquin P O Box 96001 Stockton, CA 95296-0130
471995/	W31G1Z	Transportation Officer	Transportation Officer	Transportation Officer

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471996		Anniston Army Depot, Bynum, AL	Anniston Army Depot, Bynum, AL	Anniston Army Depot, Anniston, AL 36201-5021
209741/ 209770	W25G1R	Transportation Officer Letterkenny Army Depot, Culbertson, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA 17201-4150
661136/ 661157	W45G19	Transportation Officer Red River Army Depot, Defense, TX	Transportation Officer Red River Army Depot, Texarkana, TX	Transportation Officer Red River Army Depot, Texarkana, TX 75507-5000
764538/ 764535	W67G23	Transportation Officer Tooele Army Depot, Warner, UT	Transportation Officer Tooele Army Depot, Tooele, UT	Transportation Officer Tooele Army Depot, Tooele, UT 84074-5003

***SPLC indicates Standard Point Locator Code.

NOTE: The following is applicable only when so specified in an individual order or delivery increment:

This requirement is a depot replenishment buy, a portion of which is or may be required to fill Direct Support System (DSS) requisitions. Shipment shall be made, as specified, to one or more of:

New Cumberland Army Depot
Red River Army Depot
Sharpe Army Depot

prior to shipments to any other depots as may be designated. When more than one depot is designated for DSS shipments, priority shipments will be made equally to each of the designated destinations.

[End of Clause]

35	52.246-4026	LOCAL ADDRESS FOR DD FORM 250	JAN/2002
	(TACOM)		

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:
DD250@tacon.army.mil

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number: (586) 574-7788 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

(c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://web1.whs.osd.mil/icdhome/DD-0999.htm>

[End of Clause]

36	52.246-4028	INSPECTION POINT: ORIGIN	FEB/1994
	(TACOM)		

We will inspect the supplies as described elsewhere in this solicitation/contract before acceptance. Fill-in the location,

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contractor's or subcontractor's plant, where origin inspection will occur.

CONTRACTOR'S PLANT:

(Name)

(Address)

(City)

(County)

(State)

(Zip)

SUBCONTRACTOR'S PLANT:

(Name)

(Address)

(City)

(County)

(State)

(Zip)

[End of Clause]

37

52.247-4003

CLEARANCE AND DOCUMENTATION REQUIREMENTS--SHIPMENTS THROUGH THE
DEFENSE TRANSPORTATION SYSTEM FROM OCONUS CONTRACTOR FACILITIES

MAR/2002

(a) All shipments to water or air ports for transshipment to (i) destinations in the continental United States (CONUS), or (ii) other areas outside the continental United States (OCONUS), are subject to clearance and documentation procedures in accordance with the requirements of DOD 4500.32-R, Military Standard Transportation and Movement Procedures (MILSTAMP).

(b) Notwithstanding other requirements in this contract with respect to marking of shipments, all shipments moving through the DTS will be marked in accordance with the requirements of MILSTAMP, MIL-STD-129, Military Standard Marking for Shipment and Storage, including bar code markings.

[End of Clause]

38

52.247-4005

SHIPMENT OF SUPPLIES AND DETENTION OF CARRIER'S EQUIPMENT

AUG/2003

(a) Unless otherwise directed, shipment items under this contract in following order of priority:

- (1) Government/Commercial Bills of Lading or US Postal Services;

(2) Prepaid Commercial Bill(s) of Lading with transportation charges entered as a separate item on the invoice; or

(3) As otherwise instructed when the contract prohibits use of Government funds for transportation costs.

(b) The Contractor will request:

- (1) Government Bills of Lading and

(2) Routing and other instructions, including Defense Transportation Regulation (DTR), DOD Regulation 4500.9-R-Part 2 Cargo Movement, as to the methods of shipment to be followed by the Contractor, or

(c) The Contractor and subcontractor(s) must allow prompt and convenient access of carrier's equipment to loading docks or platforms where the contract items supplies will be loaded. Any charges for detention of carrier's equipment shall be for the account of the Contractor, except when the detention is required or caused by the Government.

[End of Clause]

39

52.247-4010

TRANSPORTATION DATA FOR FOB ORIGIN OFFERS

FEB/1994

(a) Provide the following information for us to use in selecting the most favorable mode of shipment. We'll also use this

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information in our evaluation of transportation costs.

Offeror represents that:

(1) Facilities for shipping by rail

- ☐ are
- ☐ are not

available at the F.O.B. point(s) stated in this solicitation.

(2) If rail facilities are not available at the F.O.B. point(s), the name and location of the nearest team track is:

(NAME)

(LOCATION)

(3) Facilities for shipping by water

- ☐ are
- ☐ are not

available at the F.O.B. point(s) stated in this solicitation.

(4) Facilities for shipping by motor

- ☐ are
- ☐ are not

available at the F.O.B. point(s) stated in this solicitation.

(5) If there is a Contractor Reimbursable Loading Charge and you didn't include it in the offered unit price in Section B, please indicate it below, per unit:

RAIL:_____/Unit

MOTOR:_____/Unit

WATER:_____/Unit

CAUTION: GIVE THE COST OF REIMBURSABLE LOADING CHARGE (NOT ALREADY IN THE OFFERED UNIT PRICE) ON A PER UNIT BASIS. THE UNIT OF MEASURE IS AS INDICATED ON THE SCHEDULE PAGE, SECTION B, UNDER THE UNIT COLUMN.

(b) We will consider any charge listed above in the overall transportation evaluation of this solicitation. Unless you fill-in the above information for loading charges, we will consider all costs associated with loading to be included in the item price offered in Section B. These costs include: (i) loading, (ii) blocking, (iii) bracing, (iv) drayage, (v) switching, or (vi) any other service necessary to effect delivery F.O.B. carrier's equipment you've indicated as available and we specify at time of shipment.

(c) If rail facilities aren't available at the designated F.O.B. point(s), rail won't be used unless directed by the Administrative Contracting Officer (ACO). If the ACO tells you rail facilities will be used, we'll adjust the contract price by adding the loading charge filled in above for transportation to the nearest rail facility.

(d) IF YOU DO NOT FILL IN AN ADDITIONAL CHARGE FOR RAIL SHIPMENT ABOVE, YOU AGREE THAT THE CONTRACT PRICE ALREADY INCLUDES ALL CHARGES FOR SUCH SHIPMENTS. THEREFORE, SHIPMENT BY RAIL WILL NOT COST US ANY MORE.

[End of Provision]

40

52.247-4016

HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS

JUL/2002

(TACOM)

ALL NON-MANUFACTURED WOOD USED IN PACKAGING SHALL BE HEAT TREATED TO A CORE TEMPERATURE OF 56 DEGREES CELSIUS FOR A MINIMUM OF 30 MINUTES. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL BE AFFILIATED WITH AN INSPECTION AGENCY ACCREDITED BY THE BOARD OF REVIEW OF THE AMERICAN LUMBER STANDARD COMMITTEE. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL ENSURE TRACEBILITY TO THE ORIGINAL SOURCE OF HEAT TREATMENT. EACH BOX/PALLET SHALL BE MARKED TO SHOW THE CONFORMANCE TO THE INTERNATIONAL PLANT PROTECTION CONVENTION STANDARD. BOXES/PALLETS AND ANY WOOD USED AS INNER PACKAGING MADE OF NON-MANUFACTURED WOOD SHALL BE HEAT TREATED. THE QUALITY MARK SHALL BE PLACED ON BOTH ENDS OF THE OUTER PACKAGING, BETWEEN THE END CLEATS OR END BATTENS; ON TWO SIDES OF THE PALLET.

[End of Clause]

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41 ORDERING FOR MULTIPLE AWARDS (INDEFINITE QUANTITY CONTRACT)

a) After an initial order, each awardee shall be provided a fair opportunity, in accordance with FAR 16.505(b), to be considered for each new order. The Contracting Officer, in making decisions in the award of any new order, shall consider

(1) Price;

(2) Each awardee's record of past performance (timeliness of deliveries based upon the contractual delivery date (hardware and data items), and quality of these delivered items, including resolution of quality problems) on earlier orders under this multiple award contract;

(3) Each awardee's ability to meet the order's delivery requirements, as determined in paragraph c below;

b) The Contracting Officer need not comply with the competition requirements of FAR Part 6, nor must he use a formal evaluation plan or scoring of quotes and offers. A multiple awardee may at any time after contract award offer a lower price than provided for in the contract, and the Contracting Officer may accept the contractor's lower cost/price in making decisions in the award of any order.

c) Prior to placing an order under this contract, other than the initial order (see Provision 43 below), the Contracting Officer shall notify each awardee of an impending order, including, if any, specific customer delivery time frame preferences. Within 5 calendar days, or as otherwise specified, of this notification, each awardee shall provide the Contracting Officer with a proposed delivery date (stated in days after award of the order) for the first shipment of the pending order. An awardee's proposed delivery date, once submitted to the Contracting Officer cannot be modified unilaterally by the awardee. This proposed delivery date for the first shipment shall be incorporated into the order as the contractual delivery date and, consequently, should reflect as accurately as possible, the awardee's available capacity, given the other provisions of this clause. Any order will utilize the monthly delivery rates stated in clause I.XX of this solicitation entitled "Delivery Schedule For Delivery Orders." In no event shall a proposed delivery date for the first monthly delivery exceed 90 days after award of the order. In the event an awardee does not respond within the specified time frame and conditions in this paragraph, the delivery date used for evaluation and, if selected, award, for the first delivery shall be 90 days after the date of the award of the order. In the event that the Contracting Officer does not award an order within 25 calendar days of the awardee's initial notification of an impending order, the awardee may revise their proposed delivery date in writing prior to the placement of the order.

d) Delivery orders are not subject to protest under FAR Subpart 33.1 unless the order increases the scope, period, or maximum value of the overall contract. However, concerns with the award of orders can be brought to the attention of the TACOM Ombudsperson, Ms. LaRuth Shepherd (TACOM-Warren Michigan) AMSTA-CM-PY, (586) 574-6597.

42 INITIAL ORDER

a) Based upon the contractor's proposed prices, the Contracting Officer will award each awardee an initial delivery order which includes a First Article Test (FAT) and an approximately equal number of containers as follows:

TRICON (Type 1) - 3 each
 TRICON (Type 2) - 3 each
 QUADCON - 4 each
 ISO 20 Ft. (Type 1) - 1 each
 ISO 20 Ft. (Type 2) - 1 each
 ISO 20 Ft. (Type 3) - 1 each
 ISO 20 Ft. (Type 4) - 1 each
 DEPMEDS - 1 each

b) First Article Test (FAT) delivery requirements are specified in Provision 24.

*** END OF NARRATIVE I 003 ***

Name of Offeror or Contractor:

LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Exhibit A	CONTRACT DATA REQUIREMENTS LIST (A001-A004)		004	ELECTRONIC IMAGE
Attachment 001	ATPD 2298A - TRICON		020	ELECTRONIC IMAGE
Attachment 002	ATPD 2338 - QUADCON		014	ELECTRONIC IMAGE
Attachment 003	ATPD 2339 - ISO 20 FOOT		014	ELECTRONIC IMAGE
Attachment 004	ATPD 2331 - ISO DEPMEDS		019	ELECTRONIC IMAGE
Attachment 005	DATA ITEM DESCRIPTION		004	ELECTRONIC IMAGE
Attachment 006	PAST PERFORMANCE QUESTIONNAIRE		008	ELECTRONIC IMAGE
Attachment 007	TECHNICAL INFORMATION QUESTIONNAIRE		012	ELECTRONIC IMAGE

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Name of Offeror or Contractor:

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

	Regulatory Cite	Title	Date
1	52.232-13	NOTICE OF PROGRESS PAYMENTS	APR/1984
2	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
3	52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	JUN/1999

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservices@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

[End of Provision]

4	52.212-1	INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS	JAN/2004
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(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show --

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 90 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

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Name of Offeror or Contractor:

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)

(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government may evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section
Suite 8100
470 L'Enfant Plaza, SW
Washington, DC 20407
Telephone (202) 619-8925)
Facsimile (202 619-8978).

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--
Department of Defense Single Stock Point (DoDSSP)
Building 4, Section D
700 Robbins Avenue
Philadelphia, PA 19111-5094

Telephone (215) 697-2667/2179
Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

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- (ii) Order forms, pricing information, and customer support information may be obtained-
- (A) By telephone at (215) 697-2667/2179; or
- (B) Through the DoDSSP Internet site at <http://dodssp.daps.mil>

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(End of Provision)

5 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (Alt I JUN/2003
dated Apr 2002)

(A) Definitions. As used in this provision:

Emerging small business means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Service-disabled veteran-owned small business concern"--

- (1) Means a small business concern--
- (i) Not less than 51 percent of which is owned by one or more service--disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

- (1) That is at least 51 percent owned by one or more women or; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

- (1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt

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collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.]

(3) Taxpayer identification number (TIN)

- () TIN:_____.
- () TIN has been applied for.
- () TIN is not required because:

() Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

- () Offeror is an agency or instrumentality of a foreign government;
- () Offeror is an agency or instrumentality of the Federal government;

(4) Type of organization.

- () Sole proprietorship;
- () Partnership;
- () Corporate entity (not tax-exempt);
- () Corporate entity (tax-exempt);
- () Government entity (Federal, State, or local);
- () Foreign government;
- () International organization per 26 CFR 1.6049-4;
- () Other _____.

(5) Common Parent.

- () Offeror is not owned or controlled by a common parent:
- () Name and TIN of common parent:
- Name_____
- TIN_____

(C) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

- (1) Small business concern. The offeror represents as part of its offer that it
- () is,
- () is not
- a small business concern.

(2) Veteran-owned small business concern. Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision. The offeror represents as part of its offer that it (check one) is _____ is not a _____ veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision. The offeror represents as part of its offer that it (check one) is, is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it * is, * is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision. The offeror represents that it

() is,

() is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than a small business concern). Complete only if the offeror is a woman-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision. The offeror represents that it

() is,

() is not, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify

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the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs)). The offeror represents as part of its offer that it

() is,
() is not
an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs)). Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either-

(A) It () is,
() is not
certified by the Small Business Administration as a small disadvantaged business concern and is listed, on the date of this representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has,
() has not
submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that

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is participating in the joint venture:_____.]

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It

() is,

() is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is,

() is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) [The offeror shall check the category in which its ownership falls]:

___() Black American.

___() Hispanic American.

___() Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

___() Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory or the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

___() Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

___ () Individual/concern, other than one of the preceding.

(D) Representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It

() has,

() has not,

participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It

() has,

() has not,

filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It

() has developed and has on file,

() has not developed and does not have on file,

at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(E) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(F) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act - Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the

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United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products: [List as necessary.]

LINE ITEM NO.:

COUNTRY OF ORIGIN:

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(G)(1) Buy American Act -- North American Free Trade Agreement -- Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act -- North American Free Trade Agreement Israeli Trade Act -- Balance of Payments Program, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade":

NAFTA Country or Israeli End Products: [List as necessary]

LINE ITEM NO.:

COUNTRY OF ORIGIN:

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act" The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products: [List as necessary]

LINE ITEM NO.:

COUNTRY OF ORIGIN:

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act-North American Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (May 2002). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act":

Canadian End Products

LINE ITEM NO.: [List as necessary]

(3) Buy American Act-North American Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (May 2002). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act": [List as necessary]

Canadian or Israeli End Products

LINE ITEM NO.:

COUNTRY OF ORIGIN:

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products [List as necessary]

LINE ITEM NO.:

COUNTRY OF ORIGIN:

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

Name of Offeror or Contractor:

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) [] Are, [] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) [] Have, [] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) [] Are, [] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(I) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product: Listed Countries of Origin:

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that is has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

6	52.216-27	SINGLE OR MULTIPLE AWARDS	OCT/1995
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The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

(End of provision)

7 52.232-18 AVAILABILITY OF FUNDS APR/1984

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

[End of Provision]

8 52.247-60 GUARANTEED SHIPPING CHARACTERISTICS DEC/1989

(a) The offeror is requested to complete subparagraph (a)(1) of this clause, for each part or component which is packed or packaged separately. This information will be used to determine transportation costs for evaluation purposes. If the offeror does not furnish sufficient data in subparagraph (a)(1) of this clause, to permit determination by the Government of the item shipping costs, evaluation will be based on the shipping characteristics submitted by the offeror whose offer produces the highest transportation costs or in the absence thereof, by the Contracting Officer's best estimate of the actual transportation costs. If the item shipping costs, based on the actual shipping characteristics, exceed the item shipping costs used for evaluation purposes, the Contractor agrees that the contract price shall be reduced by an amount equal to the difference between the transportation costs actually incurred, and the costs which would have been incurred if the evaluated shipping characteristics had been accurate.

(1) To be completed by the offeror:

(i) Type of "Outer" container: Wood Box _____, Fiber Box _____, Barrel _____, Reel _____, Drum _____, Other (Specify) _____

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Name of Offeror or Contractor:

- (ii) Shipping configuration: Knocked-down _____, Set-up _____, Nested _____, Other (specify) _____;
- (iii) Size of outer container: _____ inches (Length), x _____ inches (Width), x _____ inches (Height) = _____ Cubic FT;
- (iv) Number of items per outer container _____ Each;
- (v) Gross weight of outer container and contents _____ LBS
- (vi) Palletized/skidded _____ Yes _____ No;
- (vii) Number of outer containers per pallet/skid _____;
- (viii) Weight of empty pallet bottom/skid and sides _____ LBS;
- (ix) Size of pallet/skid and contents _____ LBS Cube _____;
- (x) Number of outer containers or pallets/skids per railcar _____ * --
 Size of railcar _____
 Type of railcar _____
- (xi) Number of outer containers or pallets/skids per trailer _____ *--
 Size of trailer _____
 Type of trailer _____

*Number of complete units (contract line item) to be shipped in carrier's equipment.

(2) To be completed by the Government after evaluation but before contract award:

- (i) Rate used in evaluation _____;
- (ii) Tender/Tariff _____;
- (iii) Item _____;

The guaranteed shipping characteristics requested in subparagraph (a)(1) of this clause do not establish actual transportation requirements, which are specified elsewhere in this solicitation. The guaranteed shipping characteristics will be used only for the purpose of evaluating offers and establishing any liability of the successful offeror for increased transportation costs resulting from actual shipping characteristics which differ from those used for evaluation in accordance with paragraph (a) of this clause.

[End of Clause]

9 252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS NOV/1995

(a) Definitions.
 As used in this clause--

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.
 By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--

- (1) Does not comply with the Secondary Arab Boycott of Israel; and

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Name of Offeror or Contractor:

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it--

_____Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

10	52.204-4007	OFFEROR'S DATAFAX NUMBER, E-MAIL ADDRESS, AND CAGE CODE	MAR/2001
	(TACOM)		

(a) If you have a data fax number, please provide it below.

(b) If you have a company Internet address that we can use in the future when sending out electronic notices and possibly solicitations, please provide the complete e-mail address below.

(c) Provide your CAGE (Contractor And Government Entity) code below. If you don't have a CAGE code for your specific company name and address, enter NONE in the space below, and apply to Central Contractor Registration at the following website:
<http://www.ccr2000.com/>

[End of Provision]

11	52.212-4851	ELECTRONIC OFFERS REQUIRED -COMMERCIAL ITEMS	APR/2003
	(TACOM)		

(a) You must submit your offer via paperless electronic media (See Paragraph (b) below.). Unless paper copies are specifically requested elsewhere in this solicitation (in Section L), offers submitted in paper form are unacceptable. You must submit your electronic offer, and any supplemental information (such as spreadsheets, backup data, and technical information), using any of the following electronic formats:

(1) Files readable using these Office XP or Microsoft* 97 Office Products (TACOM can currently read OFFICE 97* and lower.): Word, Excel, Powerpoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable. Executable files are unacceptable.

(2) Files in Adobe PDF (Portable Document Format). Scanners should be set to 200 dots per inch.

(3) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic offer and be accessible offline.

(4) Other electronic formats. Before preparing your offer in any other electronic format, please e-mail the buyer identified in Block 9 of the solicitation cover sheet (Government Standard Form 1449), with e-mail copy-furnished to amsta-idg@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the closing date. Failure to e-mail the buyer within this timeframe to seek an alternate format's acceptability may result in rejection of your offer. All alternate methods must be at no cost to the Government.

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NOTE (Compression): The above formats may be submitted in compressed form using Winzip*. Self-extracting files are not acceptable. Check with the buyer before using any product other than Winzip for file compression.

NOTE (Hyperlinks): Documents [submitted using any of the above formats] must not contain active links (hyperlinks) to any other documents that are not contained in the proposal. This includes links to live Internet web sites or web pages. All linked information must be contained within your electronic offer and be accessible offline.

NOTE (Macros): The virus scanning software used by our email systems cannot always distinguish a macro from a virus. Therefore, sending a macro embedded in an email message or an email attachment may cause the email offer to be quarantined. In that event subparagraphs (f) and (g) apply.

(b) Acceptable media: You must submit your offer via 100 megabyte or 250 megabyte Zip*-disk, or 3 1/2 inch disk, or 650 megabyte CD ROM, E-mail, or datafax. Identify the software application, and version, that you used to create each file submitted. The word "datafax" used in this clause means "facsimilie" as defined at FAR 52.215-5.

(1) 100 OR 250 MEGABYTE ZIP*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM via U.S. Mail or other carrier. Offerors shall label any and all submitted disks with the solicitation number and closing date, and the offeror's name and address and contact phone number. Envelopes containing disks must be labeled per FAR 52.212-1, found within the provision, "Instructions to Offerors--Commercial Items". Your attention is also called to the entirety of that provision--all contained therein is applicable to paperless electronic offers. In the event of multiple submitted offers, place each offer/submission on its own disk(s)(one offer can comprise multiple disks). You must also submit only one offer/submission per envelope. If you will be sending your CD or ZIP disks by any method other than US Postal Service, see the Section L.1.4 provision entitled "Handcarried Offers," for delivery instructions.

(2) E-MAIL. If you choose to use e-mail, address your offer to offers@tacom.army.mil. DO NOT E-MAIL OFFERS TO THE BUYER. THE SUBJECT LINE OF THE E-MAIL MUST READ: "OFFER--[solicitation number], [name of Company/offeror], CLOSES [closing date]". Maximum size of each e-mail message shall be three and one-half (3.5) megabytes. Use the file compression described in the NOTE in paragraph (a) above. You may use multiple e-mail messages for each offer/submission, however, you must annotate the subject lines as described above for each message, and number them in this manner: "Message 1 of 3, 2 of 3, 3 of 3".

(3) DATAFAX. Faxed offers MUST BE SENT TO TACOM'S NETWORK FAX SERVER ON 1-586-574-5527. DO NOT FAX OFFERS TO THE BUYER. SIMILARLY, DO NOT ADDRESS THE FAX TO THE BUYER. YOU MUST ADDRESS THE FAX TO THE ATTENTION OF offers@tacom.army.mil AS THIS IS THE LOCATION WHERE YOUR FAX MUST BE RECEIVED. THE COVER PAGE OF THE FAX MUST CLEARLY INDICATE THAT THE FAX SHOULD BE SENT TO offers@tacom.army.mil.

Paper faxes are not acceptable. Transmit only one offer for each datafax transaction. Clearly identify the offer as such on your fax cover page or via your PC, include your company's name, and state the proper internal TACOM address: offers@tacom.army.mil. Offerors may send a fax using a personal computer or standalone fax machine, but it must be sent to the above number. If you use a standalone fax machine, you won't receive a confirmation of receipt. See paragraph (e) below for the minimum requirements of your offer. Maximum size of datafax offers is three and one-half megabytes (3.5MB), the same limitation as that for e-mail offers. For your datafax, use the same subject line as that for e-mails as indicated above: "OFFER--[solicitation number], [name of your Company/offeror], CLOSES [closing date]".

Unless specifically instructed otherwise in this solicitation, select only one medium by which to transmit each offer. For instance, do not submit an offer via 100 or 250 megabyte Zip*-disk AND e-mail.

(c) Lateness rules for submitted disks, e-mail, or datafax submissions are outlined in FAR 52.212-1, "Instructions to Offerors--Commercial Items". Pay particular attention to paragraph (c)(3) of that clause as it relates to the timing of e-mail or datafax submissions.

(d) Security Note: If you choose to password-protect access to your offer, you must provide the password to TACOM at least ten days prior to submitting the protected file. Contact the buyer to arrange a means of providing the password. Passwords used only for the purpose of write protecting files need not be provided.

(e) Electronic offers must include, as a minimum:

(1) The SF 1449 cover sheet filled out. SIGNATURE: For offers submitted via disk or CD ROM per (b)(1) above, this SF 33 cover sheet must be signed and included electronically in your disk or CD. Clearly label the disc/CD ROM as described in paragraph (b)(1) above, adding the name and title of the signer authorizing your company, your company name, and then sign the LABEL itself. Datafaxed offers also must include a signed SF 1449 cover sheet. E-mailed offers must also include a signed SF 1449 cover sheet that can be either faxed or scanned. If faxed to the TACOM Network Fax Server (1-586-574-5527), you must annotate that it is being submitted together with your e-mailed offer. If scanned, attach it to your e-mail offer (or first e-mail message if you are sending multiple e-mails due to length).

(2) All applicable fill-in provisions of this solicitation. You may find Word versions of Section K provisions requiring your fill-in on our TACOM Business Opportunities webpage (<http://contracting.tacom.army.mil/mastersol/sectionk.htm>). You can fill them in and attach them to your offer. See the solicitation for which provisions are required. Also, Section E provisions filled in (if applicable): Inspection Point: Origin, TACOM clause 52.246-4028. All applicable fill-ins must be completed and submitted by the offeror.

(3) A statement of agreement to all the terms, conditions, and provisions of this solicitation.

(4) Any other information required by the solicitation.

(f) Please see FAR 15.207(c) for a description of the steps the Government shall take with regard to unreadable offers.

(g) Offerors shall make every effort to ensure that their offer is virus-free. Offers (or portions thereof) submitted which DO reflect the presence of a virus, or which are otherwise rendered unreadable by damage in either physical or electronic transit, shall be treated as "unreadable" per paragraph (f) above.

*Registered trademark

[End of Provision]

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12 52.215-4010 AUTHORIZED NEGOTIATORS JAN/1998
 (TACOM)

Please identify, below, the representatives that are authorized to negotiate on your organization's behalf with the Government in connection with this request for proposals or request for information:

PERSONS AUTHORIZED TO NEGOTIATE

<u>NAME</u>	<u>TITLE</u>	<u>TELEPHONE NUMBER</u>
_____	_____	_____
_____	_____	_____

[End of Provision]

13 52.215-4404 DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY MAY/2002
(a) The Government often employs contractors as system administrators to operate and maintain Government computer systems. These systems include local area networks, web sites, databases, other electronic records, e-mail accounts, other electronic data transfer mechanisms and computer software. The employees of these contracted system administrators sign nondisclosure agreements obligating them not to reveal information contained in files, documents, computers or systems that they administer. However, unless such information is protected in some way, contracted system administrators do have the ability to access such information.

(b) Potential contractors as well as any other parties are thus advised to take steps needed to prevent access by contracted system administrators to information submitted electronically to the Government. Absent such steps, it is assumed that contracted system administrators are permitted the capability to access the data. The access will be limited to that which is necessary for the contract system administrator to perform its duties for the Government. The access shall be subject to the condition that third party information is not to be revealed by the contracted system administrator.
[End of provision]

14 52.223-4002 USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS) DEC/1993
 (TACOM)

(a) Definitions.

(1) Class I Ozone-Depleting Substances (CIODS) refers to the class of substances identified in Section 602(a) of the Clean Air Act, (42 U.S.C. 7671a(a)), as reproduced below:

- (i) chlorofluorocarbon-11 (CFC-11)
- (ii) chlorofluorocarbon-12 (CFC-12)
- (iii) chlorofluorocarbon-13 (CFC-13)
- (iv) chlorofluorocarbon-111 (CFC-111)
- (v) chlorofluorocarbon-112 (CFC-112)
- (vi) chlorofluorocarbon-113 (CFC-113)
- (vii) chlorofluorocarbon-114 (CFC-114)
- (viii) chlorofluorocarbon-115 (CFC-115)
- (ix) chlorofluorocarbon-211 (CFC-211)
- (x) chlorofluorocarbon-212 (CFC-212)
- (xi) chlorofluorocarbon-213 (CFC-213)
- (xii) chlorofluorocarbon-214 (CFC-214)
- (xiii) chlorofluorocarbon-215 (CFC-215)
- (xiv) chlorofluorocarbon-216 (CFC-216)
- (xv) chlorofluorocarbon-217 (CFC-217)
- (xvi) halon-1211
- (xvii) halon-1301

Name of Offeror or Contractor:

- (xviii) halon-2402
- (xix) carbon tetrachloride
- (xx) methyl chloroform
- (xxi) Methyl bromide
- (xxii) hydrobromofluorocarbons (HBFCs)
- (xxiii) All isomers of the substances listed in this paragraph (a)(1) except for 1,1,2-trichloroethane, which is an isomer of methyl chloroform.

(2) Directly requires the use of CIODS means that the Government's specification or technical data package, at any tier, explicitly requires the use of any Class I Ozone-Depleting Substance (CIODS) in performance of the contract.

(3) Indirectly requires the use of CIODS means that the Government's specification or technical data package, while not explicitly requiring the use of any CIODS, does require a feature that you can meet or produce only by the use of CIODS.

(b) Per Section 326 of Public Law 102-484, the Department of Defense cannot award any contract that directly or indirectly requires the use of CIODS unless (i) the use of such substances is essential for contract performance, and (ii) no suitable substitute for the CIODS currently is available.

(c) Before releasing this solicitation, we conducted a best effort review of its technical requirements, standards, and specifications, to see if any contain requirements for CIODS. If we identified any such CIODS requirements, they are identified in subparagraph (d)(1) below.

(1) In addition, to help TACOM meet its obligations under Public Law 102-484, we ask you for input. If you have any special knowledge about any CIODS requirements that our specifications impose, whether directly or indirectly, or if you know about potential substitutes for any CIODS required by our specifications, we would appreciate the information.

(2) It should be understood that you are not obligated to give us the information requested by this provision, and that we cannot provide any separate or special payment for doing so. However, we are asking only for information based on knowledge that is readily available to you as a supplier in this industry. We do not expect you to do any review of our specifications more extensive than the one you perform in order to develop your price.

(d) Please summarize your own review of our specification/technical data package, by completing the following:

(1) During our review of the specification or technical data package in this solicitation, we--

- ☐ have
- ☐ have not

found any direct requirements to use any CIODS. (If have is checked above, offerors are asked to identify, on the following lines, (i) any specifications and standards not already listed immediately below that directly require the use of CIODS; (ii) the CIODS required by the listed specifications and standards; and (iii) whether any substitutes are known to be available for the listed CIODS.)

<u>Spec/Standard</u>	<u>Required CIODS</u>	<u>Substitute Available?</u>
<div></div>	<div></div>	<div></div>
<div></div>	<div></div>	<div></div>

(2) Further, in our review of the specification or technical data package in this solicitation, we--

- ☐ have
- ☐ have not

found any indirect requirements to use any CIODS. (Offerors who check have above are asked to identify, on the following lines, (i) the specifications and standards for this acquisition that indirectly require the use of CIODS; (ii) the CIODS indirectly required by each listed specification and standard; and (iii) whether any substitutes are known to be available for the listed CIODS.)

<u>Spec/Standard</u>	<u>Required CIODS</u>	<u>Substitute Available?</u>
<div></div>	<div></div>	<div></div>
<div></div>	<div></div>	<div></div>

(e) Offerors who check have in paragraphs (d)(1) or (2) above also are requested to say whether substitutes are known to be available for any of the CIODS. If an available substitute would perform less well than the CIODS would perform, please let us know

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what the technical trade-offs are to the extent that you have such information available.

(f) If you checked have in paragraphs (d)(1) or (2) above, and also indicated that substitutes for CIODS are available, we need to know whether use of the suggested substitute would have any effect on your proposed price. If your proposal price for compliance with our current specifications differs from what your price would be if the substitute for CIODS were required, we ask that you let us know what the difference would be in Section B of this solicitation, by giving us two prices or offers:

--One price/offer, labeled with CIODS, will be the offered price in the event that CIODS are used.

--The second price/offer, labeled without CIODS, will be the price offered if substitutes for CIODS are used, and will specify the substitute(s) being proposed for use.

(g) Section 326 of Public Law 102-484 reflects the national and international interest in minimizing the use of CIODS. For this reason, TACOM reserves the right to (i) determine the suitability of substitutes for CIODS when such potential substitutes are available; and (ii) change the specification in any contract awarded as a result of this solicitation, to require the use of suitable substitutes in lieu of CIODS.

[End of Provision]

15 52.233-4000 NOTICE REGARDING TACOM OMBUDSPERSON AND AMC-LEVEL PROTEST PROGRAM MAY/2000
(TACOM)

(a) At the Tank-automotive and Armaments Command (TACOM) we have an ombudsperson office, which builds an extra communication avenue that our contractors can use.

(b) If you think that this solicitation contains inappropriate requirements, needs streamlining, or should be changed, you should first contact the buyer or the Procuring Contracting Officer (PCO).

(c) The buyer's name and phone number are on the cover page (SF 1449) of this solicitation in block number 7.

(d) If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsperson's Office. Our Ombudsperson is Ms. LaRuth Shepherd. Her address, e-mail and phone number are:

U.S. Army TACOM
AMSTA-CM-PY (Ms. Shepherd)
Warren, MI 48397-5000

shepherl@cc.tacom.army.mil

(810) 574-6597 or 6547

(e) If you contact Ms. Shepherd, please provide her with the following information:

- i. TACOM solicitation number;
- ii. Name of PCO;
- iii. Problem description;
- iv. Summary of your discussions with the buyer/PCO.

(f) Another avenue you can use, if you wish to protest some feature of this acquisition, is to protest to TACOM's headquarters, the Army Materiel Command. The AMC-level protest program encourages interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office or other external forum. Contract award or performance is suspended during an AMC-level protest to the same extent, and within the same time periods, as would apply to a protest filed with the GAO. The AMC program has a goal of resolving protests within 20 working days from the date of filing. To be timely, AMC-level protests must be filed within the periods specified in subpart 33.103 of the Federal Acquisition Regulation.

(g) To file an AMC-level protest, send the protest to:

HQ Army Materiel Command
Office of Command Counsel
9301 Chapek Road, Rm 2-1SE3401
Ft. Belvoir, VA 22060

Fax number: (703) 806-8866/8875

If you have a web-browser, you can use the following HTTP to view the complete AMC-level protest procedures:

Name of Offeror or Contractor:

http://www.amc.army.mil/amc/command_counsel/protest/protest.html

(end of clause)

16 52.246-4037 COMMERCIAL WARRANTY INFORMATION
 (TACOM)

OCT/1996

(a) If the items you are offering us normally are provided with a warranty when sold to other customers, we expect the same warranty coverage if we award you a contract as a result of this solicitation. In that event we will need the details of your warranty, so we'd like some warranty information as part of your response to the solicitation. You may do so either by attaching a standard brochure or information sheet, or by filling out the following. If you are providing warranty data in the form of a brochure or information sheet, please check the following box, and then fill in additional information below only to the extent that it isn't already covered in the material you are attaching.

() Warranty data is covered in attached information sheet, entitled: _____

(b) Please tell us about your warranty:

(1) How long is the warranty period? (If you do not give a warranty on the item you are offering us in this bid or proposal, just enter NONE, and then skip to paragraph (6) below.)

(2) Does the warranty run strictly in terms of time after the sale, or does it also expire based upon usage of the item (for example, after X hours of operation, or after Y miles driven)?

(3) What does the warranty cover? Does it cover all failures in the item during the warranty period, or are there exclusions?

Does the warranty cover replacement parts only, or is labor included as well?

(4) How does the warranty start? Does it begin automatically, after acceptance by the customer, or must the customer submit a card or other documentation to begin the warranty coverage?

(5) Do you have any methodology for delayed start of the warranty period (such as if TACOM buys the items and stores them for three months before issuing them to the field users)?

(6) Is 100% of the warranty coverage provided by you, or are any components covered by pass-through warranties from their manufacturers, which might require us as a customer to deal directly with someone other than you on a warranty claim?

() No pass-through warranties will apply: all warranty coverage is provided and administered by us.

() Yes, pass-through warranties will apply, on the following, which would require warranty claims to be submitted directly to another company on these items:

COMPONENT / SUBSYSTEM

WARRANTY DURATION

(7) Where do customers make a claim against the warranty? Must a claim be filed in a central location first, or can the defective item be taken to any authorized dealer? If the latter, who are the authorized dealers?

(8) When making a claim, how must we identify the item as being within the warranty period? (This concerns us because the field users of this equipment work at geographically dispersed sites, where proof of purchase will not be available.)

(9) What circumstances, if any, will void the warranty?

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(10) Is an extended warranty available?
 () Yes
 () No

If an extended warranty is available, what is the cost of the extra coverage, and what are its terms?

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INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 Proposal Instructions and Content: The proposal, subject to the late proposals and revisions section of FAR 52.212-1, "Instructions to Offerors - Commercial Items," (Jul 2003), shall be submitted in the format and quantities set forth below. The offeror's proposal/offer, as required by this Section L, shall be evaluated as set forth in Section M of this solicitation. Section M, "Evaluation Criteria for Award", sets forth the evaluation guidance pertaining to Areas and Elements. The "Areas" include Technical, Experience, Past Performance/Small Business Participation (SBP) and Price. The "Elements" to be evaluated appear under Past Performance/SBP Area. The evaluation of proposals submitted in response to this solicitation shall be conducted in two phases: Phase I will be an acceptable/not acceptable evaluation of the Technical Area; Phase II will be on a source selection basis utilizing a "tradeoff" process to obtain the best value to the Government. Only those proposals deemed acceptable in Phase I will be eligible for award in the Phase II tradeoff. In Phase II, the Government will weigh the evaluated proposal (other than the Price Area) against the evaluated price to the Government. Where information in a proposal would duplicate a response already given, it should be referenced and not be restated. In addition to the general requirements of the solicitation provision FAR 52.212-1, your proposal submitted in response to this solicitation must contain all pertinent representations, certifications, and the additional information required for evaluation of the proposal. Proposals shall be submitted in the English language and shall be submitted in five separate volumes/electronic folders for Government review. The offeror's proposal shall have print no smaller than pica type, printable on standard eight and one-half (8 1/2) by eleven (11) inch paper. The volumes/electronic proposals shall be clearly labeled as:

VOLUME NO.	CONTENTS	NO. OF COPIES
Volume I	Certification/Representations	2 Hardcopies
Volume II	Technical Area Proposal	2 CDs and 2 Hardcopies
Volume III	Experience Area Proposal	2 CDs and 2 Hardcopies
Volume IV	Past Performance/SBP Proposal	2 CDs and 2 Hardcopies
Volume V	Price Area Proposal	2 CDs and 2 Hardcopies

(See L.5.2 for requested early submission of past performance information)

L.1.1 Certifications/ Representations (Volume I): In this volume offerors will provide:

- a. The Standard Form 1449 cover page signed by a person authorized to sign proposals on behalf of the offeror. Include completed fill-ins of SF 1449 blocks 12, 17, 23, 24 and 30.
- b. This solicitation, Sections A through K, with all fill-ins completed.
- c. A list of any exceptions the offeror takes to any term, condition or requirement contained in the solicitation and the basis for each exception. Offerors are cautioned to consult with the contracting officer before submitting an offer that takes exception to any term or condition of this RFP.
- d. An offeror proposed Delivery Schedule, incorporated in RFP Section I, as specified in RFP Clause entitled Delivery Schedule for Delivery Orders, FAR 52.242-4457.

L.1.2 Volumes II, III, IV and V will be submitted in electronic format (CDs) and hardcopies. Offerors are not authorized to include in the proposal, citations for, or linkages to, websites.

L.1.3 Contract Award/Conduct of Discussions: The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

L.1.4 Hand Carried Offers - Including Offer Delivered By Express Services (Non-US Postal Service Mail)

- a. The time and receipt of hand carried or delivered offers will be used to determine late proposal submissions -- emailed or faxed offers will not determine timeliness.
- b. Hand carried or mail offers, including offers delivered by express services, shall be addressed to the depository at:

U.S. ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND (TACOM)
Acquisition Center
Bid Lobby - Building 231, AMSTA-AQ-AMAD
6501 East 11 Mile Road
Warren, MI 48397-5000

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c. Offer shall not be addressed to the buyer. All offers must be addressed to the Bid Lobby at the above address. Offerors are responsible to obtain documentation when the offer arrives at TACOM.

d. The external delivery envelope or wrapper must be marked with the solicitation number, the specific electronic medium on which the proposal is contained (ie., 3 1/2 floppy disk, zip disk, CD ROM), and the date and time of proposal closing. Each envelope/container should contain only one offer.

e. Paper proposals and all electronic media will be required to go through a screening process prior to delivery to the Bid Lobby Depository. When your delivery service arrives at the main gate (11 Mile Road entrance), your proposal will be routed to the Building 249 receiving dock. Your delivery service will receive instructions and directions to Building 249 from TACOM security police upon arrival. Upon arrival at the receiving dock your delivery service representative must request that the receipt be date/time stamped. The receiving dock employees do not date/time stamp as a normal business activity. The date/time stamp will be the official time of delivery of your proposal per FAR 52.212-1, "Instructions of Offers-Commercial Items". The driver may need to obtain a visitor badge and must be a U.S. citizen. The Government forward the package to the Bid Lobby address in Building 231.

f. Offers must ensure that the commercial carrier they use has a tracking system that can provide documentation of the date and time of delivery to the Government. For hand carried offers delivery by other than a commercial carrier, the offeror must ensure that the delivery person must provide the receipt since the receiving dock personnel do not have them in their possession. Offerors must assume that the above described screening process will take place in excess of 48 hours.

g. Packages must be delivered to Building 249 between the hours of 8:00 A.M. and 3:00 P.M. local time.

L.2 Proposal Submission Requirements - Family of Container Purchase Description Requirements

L.2.1 This solicitation presents a requirement for 8 unique containers, of two basic styles. Five (5) of the containers are based on a standard commercial 20 foot ISO configuration. Three of the containers are modular in that the various containers can be combined together into a whole which is able to interface interchangeably with a standard 20 foot ISO container. The basic types with the specific containers in each type are as follows:

<u>Modular Containers</u>	<u>PD Identification</u>
1. TRICON (TYPE 1)	ATPD 2298A
2. TRICONS (TYPE 2)	ATPD 2298A
3. QUADCON	ATPD 2338
<u>20 Foot ISO Containers</u>	
4. Type I	ATPD 2339
5. Type II	ATPD 2339
6. Type III	ATPD 2339
7. Type IV	ATPD 2339
8. DEPMEDS	ATPD 2331

L.2.2 Some parts of the evaluation will focus on the two basic types in lieu of discussing each of the 8 individually. Offerors are advised that when the proposal instructions (Section L) and Selection Criteria (Section M) refer to modular containers and 20 foot ISO containers each of the containers in the groups listed above are being discussed.

L.3 TECHNICAL AREA

L.3.1 Technical Item Questionnaire

L.3.1.1 Offerors must affirmatively represent that they understand the Government's technical requirements as described in the solicitation and that they can manufacture and deliver all the required containers and Technical Information Questionnaire (TIQ) at Attachment 007 for each of the 8 containers.

L.3.2 Technical Manuals

L.3.2.1 Offerors shall submit existing Commercial-Off-The-Shelf (COTS) Manuals which are representative of each of the two styles (20 foot ISO and Modular) of containers. The offeror shall also provide an explanation of the revisions to the manuals needed to bring them into compliance with the manual requirements contained in Section I.

L.4 EXPERIENCE AREA

L.4.1 The offeror shall discuss its prior experience, or the experience of any significant subcontractor (significant subcontractors are those subcontractors performing 10% or more of the estimated contract effort based upon the estimated quantities in Section B, excluding raw material and container components/subcomponents), as performed within five years of the date of this RFP, in

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the manufacture/rate production of containers which are the same or similar to the proposed Containers under this solicitation, and shall discuss its experience delivering at rates similar to the delivery requirements of each required container under this solicitation as specified in the provision entitles Delivery Requirements in Section I. Regarding prior experience, the offeror shall provide the following:

- Contract Number
- Contract Performance Period
- Total quantity of Containers
- Average Rate per month of Delivery, and maximum rate delivered in a single month
- Government or Commercial contracting activity and the name, telephone number and email address of the Procuring Contracting Officer (or equivalent for a Commercial contract).
- Describe the relevance of the Container and/or design/development experience to the offerors proposed Technical Approach. Include a description of the extent to which the containers provided under the prior contract meet the performance requirements of the Purchase Description(s).
- The offeror shall also describe its prior experience in obtaining Container certification in accordance with 49 CFR, Parts 450-453.

If you have no, or limited prior experience, but have key personnel who do have meaningful experience in the performance of recent/relevant contracts/subcontracts with a previous employer, such experience may be considered under this evaluation. In this regard, and in addition to providing the information in paragraph b (1-6) above, identify the roles and responsibilities to be played by key personnel in the offerors proposed performance approach, and describe the extent to which this proposed role is similar to prior roles/responsibilities with a previous employer.

L.5 PAST PERFORMANCE/SBP AREA (Volume IV) - There are two elements under this are: 1)Past Performance and; 2) Small Business Participation.

L.5.1 Past Performance (Element 1): The offeror is required to provide the following under this element:

(1) For prior contracts (prime and subcontractors) which are considered recent and relevant to the Section C Statement of Work, include in Volume 4 the information specified in L.5.1.1 through L.6 below.

(2) Briefly describe your proposed performance approach with respect to specific Container work being performed by the prime offeror and any significant non-material container subcontractors. Each offeror shall base its proposal on an assumption that it will be awarded the full estimated quantity (see Section B) of each container for each of the 5 ordering periods.

(3) Additionally, for each contract identified under (1) above, issue a past performance questionnaires in accordance with the instructions in L.6 below. The offeror shall see the instructions in L.6 requesting early submission of certain Past Performance information.

L.5.1.1 Recent/Relevant Contract Information: the offeror shall identify and submit no more than 5 of the most recent/relevant Contracts awarded within the past 3 years for each of the Prime and each (if any) significant subcontractors (significant subcontractors are those subcontractors performing 10% or more of the total contract effort, excluding raw material and container components/subcomponents based on the assumption that the offeror will be awarded the full estimated quantity (see Section B)) and include the information requested in L.5.1.3 for each recent and relevant contract. Relevant contracts are those that are similar in scope to the requirements of this RFP.

L.5.1.2 In addition, the offeror shall provide past performance information in L.5.1.3 below for the effort required to deliver the Technical Manuals regardless of value. If you plan on subcontracting the manual effort, provide the required information about your subcontractor's past contracts, and include the written consent of your proposed subcontractor to allow the government to discuss the subcontractor's past performance during negotiations. Relevant contracts are those that are similar in scope to the requirements of this RFP.

L.5.1.3 These contracts may include Federal, State, and local government and commercial private industry contracts. Recent contracts are those with any performance occurring within the three (3) years prior to the date this RFP was issued. For each of your recent/relevant past contracts, provide the following information:

- a. Contract Number
- b. Contract type
- c. Award Price/Cost
- d. Original delivery schedule
- e. Final, or projected final delivery schedule
- f. For other than firm fixed price contracts, the estimated or target cost and the actual cost
- g. Your (and any major subcontractors) CCR, CAGE and DUNS numbers
- h. Government or commercial contracting activity address, telephone number, and e-mail
- i. Procuring Contracting Officer's (PCO's), name, telephone number and e-mail

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- j. Government or commercial contracting activity technical representative, or COR, telephone number and e-mail
- k. Government or commercial contracting activity, and the name, telephone number and e-mail of the Administrative Contracting Officer
- l. Description of scope of work requirements and a discussion of similarities between the contract scope and the scope of this solicitation
- m. For the listed contracts, your self-assessment must address the technical quality of the effort provided; timeliness of performance; cost control; and customer satisfaction. Identify any quality awards or recognition received. Include an explanation for any cost growth, schedule delays or failure to meet technical requirements, and any corrective actions, measures, or procedures taken to avoid such problems in the future.

L.5.1.4 Cancellations and Terminations: Identify any recent contracts, which have been terminated or that are in the process of being terminated, or canceled for any reason, in whole or in part (regardless of whether its requirements were/are similar to this solicitation). Include prime contracts, contracts under which you were a subcontractor and any of your subcontractors' contracts. Provide the information requested in L.5.1.1 above for any of these contracts. If there were no cancellations or terminations, state that.

L.5.1.5 Corporate Entities: If any contract listed above was performed by a corporate entity or division other than the corporate entity or division that would perform work under this RFP, please identify them and indicate to what extent those entities will perform this effort. If they have relocated or changed ownership since performance of the listed efforts, please describe any changes in terms of personnel, facilities, or equipment, from those expected to perform this effort. The offeror shall also provide the above requested information for any proposed subcontractor who will perform a significant portion of the effort. Offerors must also describe in detail the work each subcontractor will perform. Offerors shall include in their proposal the written consent of their proposed significant subcontractors to allow the Government to discuss the subcontractor's past performance during negotiations.

L.5.1.6 Key Personnel: If you have limited or no recent or relevant past performance, but have key personnel who will be playing a significant role in this effort who do have relevant experience, we may consider this experience in our evaluation of performance risk. In order for us to consider such experience, please identify these personnel and describe their relevant roles and responsibilities for their previous employer, and their roles and responsibilities as planned for the current requirement. Also provide similar information to that identified above in L.5.1.1, for those contracts that these key personnel were involved in with those previous employers.

L.5.1.7 Predecessor Companies: If you, or a significant subcontractor, only have relevant and recent performance history as a part of a predecessor company, we may consider that past performance in our evaluation of performance risk. Please provide the information for those recent, relevant contracts of that predecessor company. Offerors must also document the history of the evolution from the predecessor company.

L.5.1.8 Contacting References: Offerors are advised that the Government may contact any of the references that the offeror provides and third parties for performance information, and that the Government reserves the right to use any information received as part of its evaluation. Offerors shall include in their proposal the written consent of their proposed subcontractors to allow the Government to discuss the subcontractor's past performance during negotiations.

L.5.1.9 Thorough and Complete Information: The Government does not assume the duty to search for data to cure problems we find in proposals. The burden of providing thorough and complete past performance information remains with you. We may assign a "higher risk" rating to your proposal, or reject your proposal if we do not receive the information requested.

L.5.2 Questionnaires: A past performance questionnaire is provided as an attachment to this solicitation titled "Past Performance Questionnaire" for your use in sending to your customers. For the contracts described in L.4.1.1, the offeror shall send a copy of the past performance questionnaire directly to (a) the federal, state and local government agency, and (b) the commercial private industry customers which had past performance working with them on similar/relevant requirements. Immediately upon receipt of the solicitation and based on identification of your most recent and relevant customers, the offeror shall send the questionnaire to the appropriate Contracting Officer's Representative (COR) and Procuring Contracting Officer (PCO), or other appropriate technical and contracting individuals. The offeror shall request that these individuals complete the questionnaire and forward it directly to the Government at bodeepd@acom.army.mil no later than five (5) days before the solicitation closing date (See Block #9 of the SF 1449 cover page to this solicitation). In addition, the offeror is requested to prepare and submit to the Contract Specialist (within ten (10) days of posting of the final RFP) a list of the references to which the past performance questionnaire was sent. The reference list must be sent to the Contract Specialist via email at bodeepd@acom.army.mil and shall contain the following information prepared in the following format:

- (1) Contract Number / Delivery Order
- (2) Contract / Delivery Order Type
- (3) Program Title
- (4) P / S (Enter "P" if performed as a prime contractor or "S" if performed as a subcontractor)
- (5) Customer point-of-contact with telephone number and e-mail address
- (6) Date questionnaire was sent to the customer

L.6.1 Small Business Participation (Element 2):

This provision applies to every offeror (U.S. and non-U.S.), regardless of size status or location of its manufacturing facility or headquarters.

a. All offerors, including offerors who are either (1) themselves U.S. small business concerns based on the NAICS code assigned to this requirement or (2) non-U.S. based foreign firms, are to identify the extent to which U.S. small business concerns would be utilized as first tier subcontractors in the performance of the proposed contract. Each offeror shall base its proposal on an assumption that it will be awarded the full estimated quantity (see Section B) of each container for each of the 5 ordering periods. U.S. small business concerns are defined (1) in FAR 19.001 and (2) by the criteria and size standards in FAR 19.102 for the applicable North American Industry Classification System code. U.S. Small Business concerns include small businesses (SBs), small disadvantaged businesses (SDBs), HUBZone small businesses (HUBZone SBs), woman-owned small businesses (WOSBs), veteran-owned/service-disabled veteran owned small businesses (VOSBs) and historically black colleges/universities and minority institutions (HBCU/MIs).

SAMPLE:

BASE YEAR		
BUSINESS CATEGORY	Dollar Amount (all Sub Ks)*	Percentage of SB Participation for The Estimated Quantity
Total Subcontracting (LB+SB)	\$43M	100%
SB	\$10M	23.25% (\$10M of \$43M)
SDB	\$2.1M	5.00% (\$2.15M of \$43M)
WOSB	\$2.36M	5.50% (\$2.36M of \$43M)
HUBZone SB	\$1.0M	2.32% (\$1.0M of \$43M)
HBCU/MI	\$0.1M	0.35% (\$0.1M of \$43M)

*Includes 1st tier subcontractors only; Interdivisional transfers are considered subcontracts; includes prime offeror participation if the prime is a U.S. small business concern.

b. All offerors, regardless of size and whether the offeror is a U.S. or non-U.S. firm, are to provide (individually for each base year and for each option/out year (if any), the names of small business concerns (including the prime offeror if a small business concern) who would participate in the proposed contract; the small business classification of each small business concern (i.e. SB, SDB, WOSB, VOSB, HUBZone SB, and/or HBCU/MI); a short description of the specific work to be performed by each small business concern; and the estimated total dollars for such work. This data shall be provided in a table format substantially as follows:

Base Year

Name of Small Business Concern	Small Business Classification(s)	Description of Works	Total Dollars
ABC Co.	SB	Software testing	\$0.50M
ABC Co.	SB	Training services	\$0.75M
EFG Inc. (Prime Offeror)	SB, WOSB, VOSB	Training manuals	\$1.20M

c. As defined below, offerors shall also provide the following:

(1) Offerors who ARE either (1) a U.S. large business, as defined by the North American Industry Classification System code applicable to this solicitation (336111/1000 employees), or (2) a firm who has previously performed a Contract containing FAR 52.219-9, are to provide a description of their performance in complying with the requirements of FAR 52.219-9, including documentation of their accomplishment of the goals established under Subcontracting Plans of prior contracts. This data shall include contracts performed over the last three (3) calendar years. Firms which have never held a contract incorporating FAR 52.219-9 shall so state.

(2) All offerors who ARE NOT either (1) a U.S. large business, as defined by the North American Industry Classification System code applicable to this solicitation, or (2) any firm who has previously performed a Contract containing FAR 52.219-9, shall substantiate their proposed approach to meeting the requirements of FAR 52.219-8. Substantiation may include providing (1) a description of the offeror's performance, over the past three calendar years, in complying with the requirements of FAR 52.219-8 (Note: if the offeror has not performed a contract, over the past three years, which included FAR 52.219-8, the offeror shall so state); (2) a description and available documentation of any methods or techniques used to promote small business participation:

(3) any listings of U.S. small business concerns who are subcontracting candidates; (4) the internal procedures used to monitor small business participation during contract performance, and/or (5) any other information substantiating that the offeror will satisfy the requirements of FAR 52.219-8.

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L.7.1 There are no Elements under this Area.

L.7.2 The Price Area shall include prices for all CLINs, including first article test units, set forth in Section B. For the production units, your pricing shall be consistent with the range quantities established below for each type of Specialized Container. All prices, as well as any pricing information provided as a result of these instructions, must be in U.S. dollars. Also provide the basis for establishing the proposed prices, including any offered discounts, established catalogs, price lists, or other verifiable and established records that are regularly maintained by the vendor, and are published or otherwise available for customer inspection. The above information is intended to establish the reasonableness of the offerors proposed price. In the event such information is not available or does not establish the reasonableness of the proposed prices, provide a brief narrative explanation which accounts for how you determined the pricing for each of the container types.

L.7.3 Your proposal must be based on the ranges established below and consistent with the pricing information contained in Section B of your proposal (which is part of the Terms and Condition Volume). Note that the effects of range pricing will be factored into the Governments evaluation of price. The following range quantities are provided for your usage.

TRICON (TYPE 1) - annual yearly estimate of 5,112 units

Ranges: 3 to 3,499
3,500 to 6,999
7,001 to 11,502

TRICON (TYPE 2) - annual yearly estimate of 2,556 units

Ranges: 3 to 1,499
1,500 to 3,499
3,500 to 5,751

QUADCON - annual yearly estimate of 2,556 units

Ranges: 4 to 1,499
1,500 to 3,499
3,500 to 5,751

20 Foot ISO Container (TYPE 1) - annual yearly estimate of 504 units

Ranges: 1 to 249
250 to 749
750 to 1,134

20 Foot ISO Container (TYPE 2) - annual yearly estimate of 504 units

Ranges: 1 to 249
250 to 749
750 to 1,134

20 Foot ISO Container (TYPE 3) - annual yearly estimate of 504 units

Ranges: 1 to 249
250 to 749
750 to 1,134

20 Foot ISO Container (TYPE 4) - annual yearly estimate of 504 units

Ranges: 1 to 249
250 to 749
750 to 1,134

DEPMEDS - annual yearly estimate of 48 units

Ranges: 1 to 29
30 to 59
60 to 108

DECKING/SHORING BEAMS - annual yearly estimate of 34,524 units

Ranges: 200 to 19,999
20,000 to 39,999
40,000 to 77,679

L.7.4 Offerors should also note the following pricing issues in developing its pricing proposal.

a) Costs for contract data requirements (CDRLs) shall not be separately priced and therefore must be included in the unit prices of the containers.

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b) The solicitation contains provisions for FOB: Origin terms and therefore offerors shall not include costs for transportation/shipment of the containers. There is an exception to this general guidance: OCONUS offerors shall identify in their proposal the point of first entry into the Continental United States and include in their prices an amount for transportation of the end item to that point of first entry. Transportation costs from point of first entry to end item delivery will be FOB Origin. Transportation costs and how they will be considered in this evaluation are further explained in the Price portion of Section M.

c) The prices for the First Article Test CLINS will be added to the proposed prices to determine the total evaluated price. An offeror who requests and is granted a partial or full waiver of First Article Test will have the FAT prices reduced by an appropriate amount.

*** END OF NARRATIVE L 001 ***

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Provision]

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EVALUATION FACTORS FOR AWARD

	Regulatory Cite	Title	Date
1	52.209-4006, ALT IV (TACOM)	EVALUATION FACTORS FOR FIRST ARTICLE TEST REQUIREMENT (REQUIREMENTS CONTRACT/INDEFINITE QUANTITY CONTRACT)	DEC/1999

(a) If the offeror submits a request for waiver of First Article Approval but fails to comply with the requirements of the provision entitled PROVISION FOR WAIVER, the requested waiver may not be granted. If the waiver is not granted, more favorable alternative offers of price or delivery, conditioned upon the granting of a waiver, will not be considered in the evaluation process

(b) DELIVERY:

(1) As specified in this solicitation, the Government reserves the right to waive the requirement entitled FIRST ARTICLE APPROVAL. In the event of a waiver, the Government will compute a delivery schedule for the first delivery order issued hereunder by excluding all lead times that would be included if first article approval were required. However, in no event shall such accelerated delivery schedule for the first delivery order be considered as an evaluation factor for award, even if such schedule would be more advantageous to the Government. (Note that delivery orders subsequent to the first order shall have delivery schedules as specified in individual orders, or as specified in Section B or F herein, regardless of whether First Article Approval applied initially. Note further that, absent a waiver, the Government expects to require First Article Approval only once during the course of this contract--in conjunction with the first delivery order to be issued hereunder. However, the Government reserves the right to require additional first article testing if the Contractor (i) changes or moves the production facility at which the contract item is manufactured, or (ii) submits a significant configuration change in the form of an Engineering Change Proposal (ECP/VECP) or a Request for Deviation or Request for Waiver (RFD/RFW), during or after performance on the first delivery order.)

(2) If an offeror requests waiver of First Article Approval but takes exception to the resulting delivery schedule for the first delivery order as described above, the requested waiver will not be granted. In consequence, any award to that offeror shall include all First Article Approval requirements, and the delivery schedule for the first delivery order shall include the appropriate first article lead times.

(c) PRICE EVALUATION FACTORS:

(1) As specified in this solicitation, the Government reserves the right to waive the requirement entitled FIRST ARTICLE APPROVAL, and subtract the price of the proposed First Article Test (at Section B, Items 0011AB, 0021AB, 0031AB, 0041AB, 0051AB, 0061AB, 0071AB, and 0081AB) from the proposal of offerors who elect to seek such a waiver. In the event that the offeror requests and receives a waiver of First Article Approval requirements, the price for such testing, as identified by the offeror in Section B, Items 0011AB, 0021AB, 0031AB, 0041AB, 0051AB, 0061AB, 0071AB, and 0081AB, shall be deducted from the total price otherwise cited for the materiel herein solicited. The offer will then be evaluated for award at the resulting alternate price.

(2) If the offeror requests a waiver of First Article Approval requirements, but fails to separately identify the cost of First Article Testing in Section B, Items 0011AB, 0021AB, 0031AB, 0041AB, 0051AB, 0061AB, 0071AB, and 0081AB of this solicitation, the Government reserves the right to evaluate the offer based upon the price for items 0001AA, 0021AA, 0031AA, 0041AA, 0051AA, 0061AA, 0071AA, and 0081AA and to require that offeror perform on the contract at such price whether or not the First Article requirement is waived, at no additional cost to the Government.

(3) If the offeror requests but is not granted a waiver of First Article Approval, evaluation for award will be based upon the full amount entered for items 0011AB, 0021AB, 0031AB, 0041AB, 0051AB, 0061AB, 0071AB, and 0081AB : the amount entered for item will not be deducted by the Government.

[End of Provision]

2	52.247-46	SHIPPING POINT(S) USED IN EVALUATION OF F.O.B. ORIGIN OFFERS	APR/1984
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(a) If more than one shipping point or plant is designated by the offeror and the offeror fails to indicate the quantity per shipping point or plant before bid opening, the Government will evaluate the offer on the basis of delivery of the entire quantity from the point or plant where cost of transportation is most favorable to the Government.

(b) If the offeror, before bid opening (or the closing date specified for receipt of offers) fails to indicate any shipping point or plant, the Government will evaluate the offer on the basis of delivery from the plant at which the contract will be performed, as indicated in the offer. If no plant is indicated in the offer, the offer will be evaluated on the basis of delivery from the Contractor's business address indicated in the offer.

(c) If the offeror uses a shipping point other than that which has been used by the Government as a basis for the evaluation of offers, any increase of transportation costs shall be borne by the Contractor and any savings shall revert to the Government.
(End of provision)

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3 52.209-4011 CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD JAN/2001
 (TACOM)

(a) We'll award a single contract to up to three offerors that:

- (1) submits the lowest evaluated offer if award is based on price only, or the offer that provides the best value to the Government if factors in addition to price are identified in Section M, and
- (2) submits a bid or proposal that meets all the material requirements of this solicitation, and
- (3) meets all the responsibility criteria at FAR 9.104.

(b) To make sure that you meet the responsibility criteria at FAR 9.104 we may:

- (1) arrange a visit to your plant and perform a preaward survey;
- (2) ask you to provide financial, technical, production, or managerial background information.

(c) If you don't provide us with the data we ask for within 7 days from the date you receive our request, or if you refuse to have us visit your facility, we may determine you nonresponsible.

(d) If we visit your facility, please make sure that you have current certified financial statements and other data relevant to your bid or proposal available for our team to review.

[End of Provision]

4 52.215-4008 EVALUATION OF OFFERS FOR MULTIPLE AWARDS MAR/1990
 (TACOM)

In addition to other factors, offers will be evaluated on the basis of advantages and disadvantages to the Government that might result from making more than one award (multiple awards). It is assumed, for the purpose of evaluating proposals, that \$500 would be the administrative cost to the Government for issuing and administering each contract awarded under this solicitation and individual awards shall be for the items or combinations of items that result in the lowest aggregate cost to the Government, including the assumed administrative costs.

[End of Clause]

5 52.246-4039 PRICE EVALUATION FACTOR: SUBSTITUTION OR DELETION OF GOVERNMENT FEB/1998
 (TACOM) QUALITY TESTING

(a) Per the Section E clause, Substituting Commercial Test Results for Required Contract Tests, you may request that we (i) delete all or some of the Government or contractor conducted tests required by the contract resulting from this solicitation; or (ii) substitute commercial testing procedures for specific Government requirements.

(b) Please note that the price you enter in Section B of this solicitation must include all testing requirements which are included in the item's technical data package or specifications.

(c) Along with your request for deletion or substitution, you may submit an alternate price, which reflects the price you would charge for contract items if you manufacture them without the specific testing requirements.

(d) If we approve your request to delete test requirements or substitute commercial testing procedures, we will evaluate your offer at the alternate price submitted with your request. If you don't submit an alternate price with your request, we'll evaluate your offer at the price you indicated in Section B of the solicitation. No adjustments will be made to the price after contract award.

[End of Provision]

5 52.247-4006 METHOD OF EVALUATION OF FOB ORIGIN OFFERS MAR/2002
 (TACOM)

(a) For the evaluation of this offer, we will use the lowest freight rates from the Transportation Officer that are:

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- in effect (or the lowest rates that will become effective before the expected date of initial shipment), and
- on file or published with the Transportation Officer by the date of bid opening (or by the closing date specified for requests for proposals), and
- for the Government selected method of shipment, and
- based upon the following freight classification:

UFC:	21250	ITEM:	Cargo Container
NMFC:	41050	ITEM:	Cargo Container

(b) TRANSPORTATION PORT AND OCEAN COSTS. As indicated at the Military Ocean Terminal designated in the Section M provision EVALUATION OF EXPORT OFFERS, combined port and ocean shipping costs are per measurement ton. We'll compute the cost of transportation by adding: (i) inland transportation costs from the F.O.B. point, (ii) port charges and (iii) ocean shipping costs beyond the indicated, applicable ports. We'll then add this computed cost of transportation to the price of the supplies to be delivered to an overseas port. To evaluate the cost of transportation, we will (i) compute the cost for all applicable U.S. ports shown in the EVALUATION OF EXPORT OFFERS provision, (ii) compare them, and (iii) use the lowest one. As stated above, we'll substitute any rate change published before bid opening (or RFP closing) that would lower our costs.

[End of Provision]

6 52.247-4457 EVALUATION OF TRANSPORTATION COSTS FOR LONG TERM CONTRACTS MAR/2002
 (TACOM)

We do not know the quantity and destination requirements that will apply during the term of this Contract. To determine the low offeror, we will evaluate those transportation costs that apply to a quantity of 57,510 each (CLIN 0011), 28,755 each (CLINs 0021 & 0031), 5,670 each (CLINs 0041 - 0071), 540 each (CLIN 0081) and 388,395 each (CLIN 0091), including any option quantities, by using the methodology described in the Section K clause entitled "Evaluation--FOB Origin" (FAR 52.247-47). The quantity delivery rate the Government identified in Paragraph (b)(3) of Section I's clause 52.242-4457 entitled "Delivery Schedule for Delivery Orders" will be used in our evaluation. We will use the following estimated quantities, excluding any Foreign military Sales (FMS) portion (if any), to the listed tentative destinations in conducting our evaluation:

- CLINs 0011 - 0091
- 50% TO New Cumberland Army Depot
- 50% TO Red River Army Depot

[End of Provision]

7 52.247-47 EVALUATION--F.O.B. ORIGIN APR/1984

Land methods of transportation by regulated common carrier are the normal means of transportation used by the Government for shipment within the United States (excluding Alaska and Hawaii). Accordingly, for the purpose of evaluating offers, only these methods will be considered in establishing the cost of transportation between offeror's shipping point and destination (tentative or firm, whichever is applicable) in the United States (excluding Alaska and Hawaii). This transportation cost will be added to the offer price in determining the overall cost of the supplies to the Government. When tentative destinations are indicated, they will be used only for evaluation purposes, the Government having the right to use any other means of transportation or any other destination at the time of shipment.

(End of provision)

8 52.247-51 EVALUATION OF EXPORT OFFERS--ALTERNATIVE II (APR) FEB/1995

(a) Port handling and ocean charges -- other than DoD water terminals. Port handling and ocean charges and tariffs on file with the Bureau of Domestic Regulation, Federal Maritime Commission, or other appropriate regulatory authorities as of the date of bid opening (or the closing date specified for receipt of offers) and which will be effective for the date of the expected initial shipment will be used in the evaluation of offers.

(b) F.O.B. origin, transportation under Government bill of lading.

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(1) Offers shall be evaluated and awards made on the basis of the lowest laid down cost to the Government at the overseas port of discharge, via methods and ports compatible with required delivery dates and conditions affecting transportation known at the time of evaluation. Included in this evaluation, in addition to the F.O.B. origin price of the item, shall be the inland transportation costs from the point of origin in the United States to the port of loading, port handling charges at the port of loading, and ocean shipping costs from the United States port of loading (see paragraph (d) below) to the overseas port of discharge. The Government may designate the mode of routing of shipment and may load from other than those ports specified for evaluation purposes.

(2) Offers shall be evaluated on the basis of shipment through one of the ports set forth in paragraph (d) below to the overseas port of discharge. Evaluation shall be made on the basis of shipment through the port that will result in the lowest cost to the Government.

(3) Ports of loading shall be considered as destinations within the meaning of the term F.O.B. DESTINATION as that term is used in the F.O.B. ORIGIN clause of this contract.

(c) (deleted)

(d) Ports of Loading for evaluation of offers. Terminals to be used by the Government in evaluating offers are as follows: (For the information of the offerors, ocean and port handling charges are set forth if the terminal named is a DOD water terminal.)

PORTS/TERMINALS OF LOADING	COMBINED OCEAN AND PORT HANDLING (CHARGES TO (INDICATE COUNTRY)	UNIT OF MEASURE: I.E. METRIC TON, MEASUREMENT TON, CUBIC FOOT, ETC.
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(e) Ports of loading nominated by offeror. The ports of loading named in paragraph (d) above are considered by the Government to be appropriate for this solicitation due to their compatibility with methods and facilities required to handle the cargo and types of vessels and to meet the required overseas delivery dates. Notwithstanding the foregoing, offerors may nominate additional ports of loading that the offeror considers to be more favorable to the Government. The Government may disregard such nominated ports if, after considering the quantity and nature of the supplies concerned, the requisite cargo handling capability, the available sailings on U.S.-flag vessels, and other pertinent transportation factors, it determines that use of the nominated ports is not compatible with the required overseas delivery date. United States Great Lakes ports of loading may be considered in the evaluation of offers only for those items scheduled in this provision for delivery during the ice-free or navigable period as proclaimed by the authorities of the St. Lawrence Seaway (normal period is between April 15 and November 30 annually). All ports named, including those nominated by offerors and determined to be eligible as provided in this provision, shall be considered in evaluating all offers received in order to establish the lowest laid down cost to the Government at the overseas port of discharge. All determinations shall be based on availability of ocean services by U.S.-flag vessels only. Additional U.S. port(s) of loading nominated by offeror, if any: _____.

(f) (deleted)

(g) Paragraphs (c) and (f) have been deleted but ensuing paragraphs have not been redesignated.
(End of clause)

EVALUATION CRITERIA FOR AWARD

M.1 General: The Government plans to award up to three contracts for the containers in this solicitation subject to the provisions contained herein. The evaluation of proposals submitted in response to this solicitation shall be conducted in two phases: Phase I will be an acceptable/not acceptable evaluation of the Technical Area; Phase II will be on a source selection basis utilizing a "tradeoff" process to obtain the best value to the Government. Only those proposals deemed acceptable in Phase I will be eligible for award in the Phase II tradeoff. In Phase II, the Government will weigh the evaluated proposal (other than the Price Area) against the evaluated price to the Government. As part of the tradeoff determination, the relative advantages and/or disadvantages of each proposal shall be considered in selecting the offer that represents the best overall value to the Government.

M.1.1 Contractor Responsibility and Eligibility for Award - TACOM 52.209-4011

We'll award a single contract to up to three offerors that:

- (1) Represents the best value to the Government, and
- (2) Submits a proposal that meets all the material requirements of this solicitation, and
- (3) Meets all the responsibility criteria at FAR 9.104. To make sure that you meet the responsibility criteria at FAR 9.104, we may:
 - (1) Arrange a visit to your plant or facility and perform a necessary pre-award survey, or

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Name of Offeror or Contractor:

(2) Ask you to provide financial, technical or managerial background information.

If you don't provide us with the data we ask for within 7 days from the date you receive our request, or if you refuse to allow us to visit your facility, we may determine you non-responsible. If we visit your facility, please make sure that you have current certified financial statements and other data relevant to your proposal available for our team to review.

M.1.2 Determination of Responsibility

Per FAR 9.103, contracts will be placed only with Contractors that the Contracting Officer determines to be responsible, that is, those who satisfactorily perform the necessary tasks and delivery of the required items on time. Prospective offerors, in order to qualify as sources for this acquisition, must be able to demonstrate that they meet standards of responsibility set forth in FAR 9.104-1 and FAR 9.104-3(b). In addition, the Government may assess the offeror's financial and management capabilities to meet the solicitation requirements. Accordingly, the Government reserves the right to reject an offeror who cannot satisfy the Governments requirements as set forth in this RFP. The Government reserves the right to conduct a Pre-Award Survey on any or all offerors or their subcontractors to aid the PCO in the evaluation of each offeror's proposal and ensure that a selected Contractor is responsible. No award can be made to an offeror who has been determined to be not responsible by the Contracting Officer.

M.2. SOURCE SELECTION PROCESS AND BASIS FOR AWARD:

M.2.1 The Government intends to award up to three contracts for the requirements stated in the RFP. The evaluation of proposals submitted in response to this solicitation shall be conducted in two phases: Phase I will be an acceptable/not acceptable evaluation of the Technical Area; Phase II will be on a source selection basis utilizing a "tradeoff" process to obtain the best value to the Government. Only those proposals deemed acceptable in Phase I will be eligible for award in the Phase II tradeoff.

M.2.2 In Phase II, The Government will weigh the evaluated proposal (other than the Price Area) against the evaluated price to the Government. Selection of the successful offeror(s) shall be made following an assessment of each proposal against the requirements described herein and the criteria set forth below. Award will be made to the offeror whose proposal, in the Source Selection Authority's opinion, represents the best value to the Government. There are three evaluation areas for Phase II: Experience, Price and Past Performance/SBP. However, the Technical area will be evaluated in Phase I on an acceptable/unacceptable basis. Only offerors whose proposals are evaluated as acceptable in the Phase I Technical Area evaluation will be eligible for award under the Phase II tradeoff. In Phase II, the Experience area is more important than the Price area and the Price area is more important than the Past Performance/SBP area. Experience and Past Performance/SBP combined are significantly more important than the Price area.

M.2.3 Offerors are urged to ensure that their proposals are submitted on the most favorable terms, reflecting their best possible potential, since less than the optimal initial proposal could result in the exclusion of the proposal from further consideration.

M.2.4 Evaluation Guidance/Process

M.2.4.1 Selection of the successful offeror(s) shall be made following an assessment of each proposal against the solicitation requirements and the criteria below. The criteria contained herein shall be used to evaluate and assess the information provided by the offerors in response to the information called for in Section L of the RFP. The Government will evaluate each proposal strictly in accordance with its content and will not assume that performance will include areas not specified in the offeror's proposal.

M.2.5 Trade-Off Considerations

The Price Area and non-Price Areas of each proposal will be evaluated. However, the closer the offerors' evaluations are in the non-Price Areas, the more significant the Area of Price becomes in the selection decision. Notwithstanding the fact that the Price Area is not the most important consideration, it may be controlling when:

- (1) two or more proposals are otherwise considered approximately equal;
- (2) an otherwise superior proposal is unaffordable.
- (3) the advantages of a higher rated, higher priced proposal are not considered to be worth the price premium.

M.2.6 Proposal and Performance Risks

During the Source Selection process, the Government will assess the relative risks associated with each offeror and proposal. It is important to note the distinction between proposal risk and performance risk:

M.2.6.1 Proposal Risks:

Proposal Risks are those risks associated with an offerors proposed approach in meeting the Governments requirements. Proposal Risk is assessed by the Source Selection Evaluation Board (SSEB) and is integrated into the rating of the Technical Area, Price Area, and a portion of the Small Business Participation Element.

M.2.6.2 Performance Risks:

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Performance Risks are those risks associated with the probability that an offeror will successfully perform the solicitation requirements as indicated by that offerors record of past and current performance. Performance risk will be assessed by the Source Selection Evaluation Board (SSEB) under the Experience Area, and in the Past Performance Area under both the Past Performance Element, and portion of the Small Business Participation Element.

M.2.7 Rejection of Offers:

The Government may reject any proposal which:

- a. Merely offers to perform work according to the RFP terms or fails to present more than a statement indicating its capability to comply with the RFP terms without support and elaboration as specified in Section L of this solicitation; or
- b. Reflects an inherent lack of technical competence or a failure to comprehend the complexity and risks required to perform the RFPs requirements due to submission of a proposal which is unrealistically high or low in Price and/or unrealistic in terms of technical or schedule commitments; or
- c. Contains any unexplained significant inconsistency between the proposed effort and Price, which implies the offeror has (1) an inherent misunderstanding of the scope of work, or (2) an inability to perform the resultant contract.
- d. Is unbalanced as to prices. An unbalanced offer is one, which is based on Prices significantly high or low for one given period versus another period. There must be a direct relationship between the effort expended and its Price for each basic and option year; or
- e. Fails to meaningfully respond to the Proposal Preparation Instructions specified in Section L of this solicitation.

M.2.8 Evaluation Process:

Proposals submitted in response to this solicitation will be evaluated by Government Subject Matter Experts. Proposals will be evaluated as specified herein, to include developing narrative support for the evaluation conclusions under each Area and Element. The Government reserves the right to reject offers, in accordance with M.1.2 above.

M.2.9 Source Selection Process

M.2.9.1 Source Selection Authority: The Source Selection Authority (SSA) is the official designated to direct the source selection process and select the Offeror for contract award.

M.2.9.2 Source Selection Evaluation Board (SSEB): An SSEB has been established by the Government to evaluate proposals in response to this solicitation. The SSEB is comprised of technically qualified individuals who have been selected to conduct this evaluation in accordance with the paragraph M.1.1, Evaluation Criteria, for this solicitation. Careful, full and impartial consideration will be given to all proposals received pursuant to this solicitation, as well as the evaluation of such proposals.

M.3 Evaluation Criteria

a. Evaluation Areas: The four Evaluations Areas are:

- (1) Technical - acceptable/ not acceptable
- (2) Experience
- (3) Price
- (4) Past Performance/SBP

b. The evaluation will be conducted in two phases. Phase I will be an evaluation of the Technical Area on an acceptable/unacceptable basis. Proposals must be evaluated as no more than moderate risk overall in phase I to proceed into the next phase. Phase II will be an evaluation of the remaining Areas. In phase II the Experience Area is most important and is more important than the Price Area. The Price Area is more important than the Past Performance/SBP Area. Additionally, as required to be defined by FAR 15.304(e), the non-Price Areas of Experience and Past Performance/SBP, when combined, are significantly more important than the Area of Price.

M.3.1 PHASE I TECHNICAL EVALUATION, ACCEPTABLE/UNACCEPTABLE:

M.3.1.1 Offerors' Technical Proposal will be assessed as acceptable if their responses to L.3 indicate a no greater than moderate risk overall that the proposed containers will meet the requirements of the Purchase Descriptions and that the offeror will be able to deliver the Section C Manual requirements.

M.3.1.2 An offeror who response to the TIQs and Manual portions of the Technical Area is assessed as higher than moderate risk of meeting the technical and manual requirements will result in the proposal being found "Unacceptable". The Unacceptable proposal will be eliminated from further competition and not be eligible for trade-off process consideration under Phase 2.

M.3.1.3 The offeror may request a debriefing if found unacceptable.

M.3.2 PHASE II EVALUATION, TRADE-OFF PROCESS

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M.3.2.1 The three evaluation areas are Experience, Price, and Past Performance/SBP.

M.3.2.2 The Experience Area is more important than the Price Area and the Price Area is more important than the Past Performance Area. Experience and Past Performance combined are significantly more important than Price.

M.3.2.2 Experience Area:

M.3.2.2.1 The Experience Area will assess the risk that the prime offeror, and any proposed significant subcontractors will, based upon the extent and relevance of recent experience, successfully meet the Purchase Description, delivery requirements and certification requirements of this solicitation for each container. For the purposes of the evaluation experience with the modular type containers defined in L.2.1 is considered more important than experience with the 20 foot ISO type. Highly relevant experience is considered to be experience with same or similar containers of all types which also involved (1) delivery at production rates as specified in Provision 24 for each container and (2) obtaining certifications in accordance with 49 CFR, Parts 250-453. Progressively higher risk will be assessed for manufacturing experience with fewer of the required containers, and/or at lower monthly production rates.

M.3.2.2.2 To the extent that an offeror and its subcontractors have limited or no relevant experience, but have key personnel who will be playing a significant role in this effort who do have relevant experience, the experience, background and knowledge of individuals may be considered in the Government's evaluation. Key Personnel experience, background and knowledge may be considered to the extent that it is recent and relevant, and is a meaningful and credible predictor of the proposal risk probability that the offeror and its subcontractors will be successful in performing the scope of work requirements of the RFP.

M.3.2.3 PAST PERFORMANCE/SMALL BUSINESS PARTICIPATION (SBP)

The Past Performance/SBP Area consists of two Elements, Past Performance and Small Business Participation. The Element of Past Performance is significantly more important than the Element of Small Business Participation. The Past Performance/SBP Area will be evaluated as follows:

M.3.2.3.1 Past Performance (Element 1):

a. The assessment of Past Performance will be based on the offerors and significant subcontractors' current and past record of contract performance, of relevant contracts performed within the last 3 years, as it relates to the probability that the offeror will successfully accomplish the required effort. When addressing performance risk, the Government will focus its inquiry on the offerors and major subcontractors' record of performance as related to program requirements including (1) technical, (2) delivery, and (3) business relations.

b. Significant achievements, problems, or lack of relevant data in any element of the work can become an important consideration in the source selection process. The existence of negative prior performance findings may result in a rating that reflects elevated performance risk. Offerors without a record of relevant Past Performance upon which to base a meaningful performance risk prediction will be rated as "Unknown Risk", which is neither favorable nor unfavorable.

c. In evaluating each offerors performance history, the Government will look at the offerors delivery performance, and that of any significant subcontractors, against the contracts original delivery schedule unless the delay was Government caused. Schedule extensions that were the fault of the offeror, or a proposed Subcontractors fault, even if consideration was provided, will be counted against the offeror. The Government will also evaluate general trends in past performance, including demonstrated corrective actions.

d. Additionally, the offeror may be evaluated based on other internal Government or private source information. While the Government may elect to consider data obtained from external sources other than the proposal, the burden on providing thorough and complete past performance information rests with the offeror.

e. A significant achievement, problem or lack of relevant data in any element of the work can become an important consideration in the source selection process. A negative finding under any element may result in an overall high-risk rating.

M.3.2.3.2 Small Business Participation (Element 2):

a) The Government will evaluate the extent of small business concern participation in terms of the percentage of total subcontracted dollars which the offeror credibly proposes to subcontract to U.S. small business concerns (SB, SDB, WOSB, VOSB, HUBZone SBs and/or HBCU/Mis) in the performance of the contract. For the purpose of this evaluation, the extent of prime offeror (or joint venture partner/teaming arrangement) participation in proposed contract performance, where the offeror is a U.S. small business concern, for the NAICS code applicable to this solicitation, will also be considered small business participation.

b) The evaluation will include the following:

(1) The extent to which the proposal identifies participation of U.S. small business concerns (to include, as described above, the participation of the offeror if it is a U.S. small business concern). The extent of participation of such concerns shall be evaluated in

Name of Offeror or Contractor:

terms of the percentage of the total subcontract amount (to include, as described above, the extent of participation of the offeror if it is a U.S. small business concern)

(2) The complexity of the items/services to be furnished by U.S. small business concerns; an assessment of the probability that the offeror will satisfy the requirements of FAR 52.219-8/9 (as applicable to the offeror) and achieve the levels of Small Business Participation identified in the proposal. This assessment will be based upon both (a) a proposal risk assessment of the offeror proposed Small Business Participation approach, and (b) a performance risk assessment of prior achievements (past performance) in satisfying commitments and requirements under FAR 52.219-8/9.

(3) Offerors are advised that they will be evaluated, under the Small Business Participation Element, based upon the risk, and extent, of the offeror credibly achieving the Governments goals for U.S. small business concern participation. Goals include (1) U.S. small business concern participation of 20% or more, (2) U.S. small disadvantaged business concern participation of 5% or more; and (3) U.S. small business concern participation by furnishing items/services.

M.3.2.3.3 Price Area

M.3.2.3.3.1 The Price Area evaluation will consider the total evaluated price to the Government. The assessment of the total evaluated price will include a consideration for reasonableness of the proposed prices. A price is considered reasonable if that price does not exceed what would be incurred by a prudent person in the conduct of competitive business.

M.3.2.3.3.2 Notwithstanding any other provision to the contrary, the Government may, at its sole discretion, waive all first article test requirements, or portions of those tests, for any offeror that qualifies for a waiver. In the event a waiver is granted, the amount proposed for the first article test, or the portions of the first article test which are waived, shall be deducted from the total evaluated price.

M.3.2.3.3.3 The total evaluated price will be determined as follows:

(1) The total price of all CLINs, including first article test units and production units covering five program years. A program years price will be determined by multiplying the unit prices proposed for each quantity range by a probability percentage, given that range's likelihood of being the expected order quantity for that type of specialized container.

(2) All containers will be inspection and acceptance Origin. For evaluation purposes, the Government will evaluate the transportation costs from the Origin point (place of manufacturing) to the final destination.

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PAGE 1

EXHIBIT A - CONTRACT DATA REQUIREMENTS LIST A001 - A004, ARE NOT AVAILABLE WITHIN THIS ELECTRONIC CONTRACTUAL DOCUMENT, BUT CAN BE OBTAINED FROM THE TACOM WEBSITE AT <http://contracting.tacom.army.mil/awd.htm>. IT IS CONTAINED WITHIN THE SOLICITATION POSTED AT W56HZV-04-R-0238.

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ATT/EXH ID Attachment 001

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ATTACHMENT 001 - ATPD 2298A, IS NOT AVAILABLE WITHIN THIS ELECTRONIC CONTRACTUAL DOCUMENT, BUT CAN BE OBTAINED FROM THE TACOM WEBSITE AT <http://contracting.tacom.army.mil/awd.htm>. IT IS CONTAINED WITHIN THE SOLICITATION POSTED AT W56HZV-04-R-0238.

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ATT/EXH ID Attachment 002

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ATTACHMENT 002 - ATPD 2338, IS NOT AVAILABLE WITHIN THIS ELECTRONIC CONTRACTUAL DOCUMENT, BUT CAN BE OBTAINED FROM THE TACOM WEBSITE AT <http://contracting.tacom.army.mil/awd.htm>. IT IS CONTAINED WITHIN THE SOLICITATION POSTED AT W56HZV-04-R-0238.

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ATTACHMENT 003 - ATPD 2339, IS NOT AVAILABLE WITHIN THIS ELECTRONIC CONTRACTUAL DOCUMENT, BUT CAN BE OBTAINED FROM THE TACOM WEBSITE AT <http://contracting.tacom.army.mil/awd.htm>. IT IS CONTAINED WITHIN THE SOLICITATION POSTED AT W56HZV-04-R-0238.

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ATTACHMENT 004 - ATPD 2331, IS NOT AVAILABLE WITHIN THIS ELECTRONIC CONTRACTUAL DOCUMENT, BUT CAN BE OBTAINED FROM THE TACOM WEBSITE AT <http://contracting.tacom.army.mil/awd.htm>. IT IS CONTAINED WITHIN THE SOLICITATION POSTED AT W56HZV-04-R-0238.

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ATTACHMENT 005 - DATA ITEM DESCRIPTIONS, ARE NOT AVAILABLE WITHIN THIS ELECTRONIC CONTRACTUAL DOCUMENT, BUT CAN BE OBTAINED FROM THE TACOM WEBSITE AT <http://contracting.tacom.army.mil/awd.htm>. IT IS CONTAINED WITHIN THE SOLICITATION POSTED AT W56HZV-04-R-0238.

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ATTACHMENT 006 - PAST PERFORMANCE QUESTIONNAIRE, IS NOT AVAILABLE WITHIN THIS ELECTRONIC CONTRACTUAL DOCUMENT, BUT CAN BE OBTAINED FROM THE TACOM WEBSITE AT <http://contracting.tacom.army.mil/awd.htm>. IT IS CONTAINED WITHIN THE SOLICITATION POSTED AT W56HZV-04-R-0238.

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ATTACHMENT 007 - TECHNICAL INFORMATION QUESTIONNAIRE, IS NOT AVAILABLE WITHIN THIS ELECTRONIC CONTRACTUAL DOCUMENT, BUT CAN BE OBTAINED FROM THE TACOM WEBSITE AT <http://contracting.tacom.army.mil/awd.htm>. IT IS CONTAINED WITHIN THE SOLICITATION POSTED AT W56HZV-04-R-0238.